



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

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

Thursday, November 5, 2020
5:45 pm

GOVERNING BOARD MEMBERS

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

MISSION STATEMENT

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



Regular Meeting of the ROP Governing Board

Date: Thursday, November 5, 2020

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/83364291292?pwd=Snh5UnFHQTQxQWpVdmVoTzFWbUhSUT09> to at the noticed meeting time.
Meeting ID: **833 6429 1292**
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 **833 6429 1292**, then press "#". Passcode: **8924149**

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 "Other Business" section.

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

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

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Mission Statement

V. Approval of Agenda

VI. Public Comment for items not on the agenda 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. Student of the Month

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

VIII. 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 October 1, 2020 (pages 5-9)
- B. Request the Governing Board to approve the Bill Warrants (pages 10-14)
- C. Request the Governing Board to approve the Listed Donations-Ashish Khanna (page 15)
- D. Request the Governing Board to approve the Listed Donations-R/GA Media Group, Inc. (page 16)
- E. Request the Governing Board to approve the Agreement with AT&T for the AT&T Dedicated Internet Service from October 2020 through October 2022 (pages 17-24)
- F. Request the Governing Board to approve the Contract with Chabot-Las Positas Community College District to provide Support Services for the CATEMA Online Student System and Work-Based Learning for the 2020-2021 School Year (pages 25-26)

- G. Request the Governing Board to approve the Contract with Chabot-Las Positas Community College District for the Coordination of Work-Based Learning Services for Pathway Programs for the 2020-2021 School Year (pages 27-28)
- H. Request the Governing Board to approve the Contract with School Webmasters for Website Hosting for Adult Programs for the 2021-2023 School Years (pages 29-41)
- I. Request the Governing Board to approve the MOU with the Hayward Unified School District for the Independent Study Teacher to Support the Hayward Promise Neighborhoods Program for the 2020-2021 School Year (pages 42-44)
- J. Request the Governing Board to approve the MOU with the Jewish Vocational and Career Counseling Service (JVS) to Provide a Dental Assistant Regional Hybrid Program for the 2020-2021 School Year (pages 45-48)

IX. Information Items

- A. Business Partners of the Year (page 49)
- B. ROP Pathway Review-Emergency Response (pages 50-51)

X. Action Items

- A. Request the Governing Board to approve the Ongoing Agreement for Master Data Sharing for the Hayward Promise Neighborhoods (pages 52-76)

XI. Superintendent's Report

XII. Other Business/ Governing Board Reports

- A. ROP Governing Board

XIII. Adjournment



DATE: November 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Elaine Alvite, Assistant Director of Educational Services
SUBJECT: Presentation of ROP Student of the Month Awards

BACKGROUND

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

CURRENT SITUATION

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

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

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Manuel Alvarez	Hayward High School	Welding Technology I P	Barbara Juarez
Sofia Clark Velasquez	Castro Valley High School	Merchandising Occupations I P	Cheryl Gixti
Anthony Martinez Murillo	San Leandro High School	First Responder (Fire Science/EMT) II P	Marlene McDowell & John Peters

RECOMMENDATION

Information only

CONSENT CALENDAR

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board October 1, 2020

I. Call to Order

Mrs. Jo A.S. Loss, President, called the meeting to order at 4:00 p.m. on Thursday, October 1, 2020. Due to COVID-19 all members and attendees attended the meeting virtually via Zoom.

II. Roll Call

Roll was called by Gabriela Juarez, Executive Assistant.

Eden Area ROP Governing Board Present:

Jo A.S. Loss, President	Castro Valley USD	
Dr. Robert Carlson, Vice-President	Hayward USD	arrived at 4:22 pm
Peter Oshinski, Member	San Leandro USD	
Juan Campos, Member	San Lorenzo 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:

Lance Bohn	Careers in Law, Forensics & Public Safety Instructor
Kent Doan	Cybersecurity Instructor
Erika Emery	Careers in Education Instructor
Gabriela Juarez	Executive Assistant
Michael O'Connell	Careers in Law & Public Safety Instructor
Sukhi Sidhu	Career Counselor

Others Present:

Students of the Month and their families

III. Pledge of Allegiance

Anthony Oum led the Pledge of Allegiance.

IV. Mission Statement

Elaine Alvite read the Eden Area ROP mission statement.

V. Approval of Agenda

Trustee Peter Oshinski moved to approve the agenda. Trustee Juan Campos seconded the motion. By the following vote, the agenda was approved.

AYES:	3 (Campos, Loss, Oshinski)
NOES:	0

ABSTAIN: 0
ABSENT: 1 (Carlson)

VI. Consent Calendar

Trustee Juan Campos moved to approve the consent calendar items as follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of September 3, 2020
- B. Approve the Bill Warrants
- C. Approve the Personnel Action Items
- D. Approve the Quarterly Report on Williams Act Complaints and Resolutions
- E. Approve the Agreement with the Fresno County Office of Education for Direct Support Professional Training for the 2020-2021 School Year
- F. Approve the Agreements with the JPA Member Districts for CTE Programs for the 2020-2021 School Year
- G. Approve the MOU with the Associated Builders and Contractors of Northern California (ABC NorCal) for the 2020-2021 School Year
- H. Approve the MOU with the Northern California Elevator Industry Joint Apprenticeship and Training Committee for Apprenticeship Training for the 2020-2021 School Year

Trustee Peter Oshinski seconded the motion.

AYES: 3 (Campos, Loss, Oshinski)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Carlson)

VII. Information Items

A. ROP Pathway Review-Education

Bernie Phelan, Director of Educational Services, reported that the Education pathway is under the Education, Child Development, and Family Services sector. The program taught under this pathway is Careers in Education I and II which are both UC a-g approved and articulated with Chabot College. Mr. Phelan introduced Dr. Erika Emery, Instructor, to report on the Careers in Education program.

Dr. Emery shared that students enrolled in this class qualify for a child development permit, meet the requirements for the UC g credit, earn community college credits through articulation agreements and job placement assistance.

In an in-person class setting students get the opportunity to participate in internships at school sites, take college campus tours at San Jose State and go on field trips to children's museums. In a distance learning environment, students are working with a child in their family unit either from home if they are in the same household or via Zoom. Many participating sites hire Careers in Education students as full time employees after successfully completing the Careers in Education program. Dr. Emery shared photos of the students in action.

B. ROP Pathway Reviews- Information Support & Services and Networking

Bernie Phelan, Director of Educational Services, reported that under the Information and Communication Technologies sector we offer two pathways which are the Information

Support and Services pathway and the Networking pathway. Most of the classes offered in both pathways are UC a-g approved and articulated with a local community college. Bernie Phelan, Director of Educational Services, introduced Kent Doan, Instructor, to report on the Cybersecurity program which falls under the Information Support and Services pathway.

Cybersecurity covers essential job skills for people who want to work with computers such as support services from basic to advanced. The course curriculum starts with taking apart a computer and then rebuilding it. The course focuses on the CompTIA A+ certification. The Cybersecurity course also aligns with A+ certifications and Cisco's Certified Network Associate (CCNA) exam which are both industry standards. He also covers making computers work together as a network which is how computers are used for businesses. Then students learn how to administer and secure networks. Students also get hands on experience in ethical hacking which teaches students how to secure a network by finding a weak point and how to secure against an attack. Mr. Doan highlighted that certifications are valid for 3 years, therefore, the course curriculum is ever-changing to meet industry standards. Students enrolled in the program and who complete it successfully are prepared with the skill set to obtain employment in the IT field.

C. Back to School Night

Mr. Bernie Phelan, Director of Educational Services, reported information about the Back to School Night. Back to School Night was held live via Zoom on September 22, 2020. Each teacher held their own Zoom meeting and they demonstrated to parents how students are learning virtually. The presentations were interactive and dynamic, and Mr. Phelan was really impressed with the staff.

D. Principals' Breakfast

Bernie Phelan, Director of Educational Services, shared that the annual Principals' Breakfast was held on September 24, 2020 via Zoom. Staff discussed the 50 year anniversary of the Eden Area ROP, success stories from each principal, work based learning, enrollment and the new student information system. Superintendent Granger added that the principals voiced wanting to do a monthly touch base meeting.

VIII. Action Items

A. Request the Governing Board to approve the Agreement with Omar Assim for IT Support Services for the 2020-2021 School Year

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Peter Oshinski, the Governing Board approved the agreement with Omar Assim for IT Support Services for the 2020-2021 school year.

AYES:	4 (Campos, Carlson, Loss, Oshinski)
NOES:	0
ABSTAIN:	0
ABSENT:	0

B. Request the Governing Board to approve the Agreement with Evan Goldberg for Consulting Services for the 2021 Calendar Year

Upon review of and a motion by Trustee Peter Oshinski and a second by Juan Campos, the Governing Board approved the agreement with Evan Goldberg for consulting services for the 2021 calendar year.

AYES: 4 (Campos, Carlson, Loss, Oshinski)
NOES: 0
ABSTAIN: 0
ABSENT: 0

C. Request the Governing Board to approve the Adoption of Resolution 5 20/21: The Eden Area ROP 50th Anniversary

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the adoption of Resolution 5 20/21: The Eden Area ROP 50th Anniversary.

AYES: 4 (Campos, Carlson, Loss, Oshinski)
NOES: 0
ABSTAIN: 0
ABSENT: 0

IX. Superintendent's Report

Superintendent Granger discussed the state of the county in terms of the COVID-19 transmission. Of the four tiers that the State is using to monitor transmission, Alameda County has transitioned from the purple tier to the red tier. If the County stays in the red tier for 14 days, then schools will be eligible to re-open. She noted that the Alameda County Health Department has the option to have guidelines that are more restrictive than the State. Once the guidelines by the County are released then the Eden Area ROP staff will look at our re-opening plan and adjust accordingly.

Superintendent Granger highlighted an exciting opportunity that may be coming our way. Google is creating their own certification program. Currently, it is only for adults, but they are looking to expand the opportunity to high school students. Google reached out to the Eden Area ROP because they are looking for an established CTE program to partner with to discuss if there is a way to incorporate Google's certification program into our high school programs. Superintendent Granger will be attending a meeting to see if we could participate. She noted that this shows that Google is taking the first steps in looking for a skill based workforce and not only using a college degree as a sorting factor in determining who qualifies for employment.

Superintendent Granger concluded her report by sharing that annually the Eden Area ROP in collaboration with local businesses and Chabot College hosts a manufacturing day. Due to the restrictions of in-person events the day will be extended to a week. Currently, staff and the partners of the event are planning the logistics of hosting the manufacturing week.

X. Other Business/Governing Board Reports

A. Governing Board Reports

Trustee Peter Oshinski, San Leandro USD representative, shared that he along with Superintendent Mike McLaughlin will be participating in a virtual townhall meeting with Assembly Member Rob Bonta to discuss schools re-opening.

Trustee Jo A.S. Loss, Castro Valley USD representative, commented that CVUSD has continued to tell the community that the timeline for their re-opening will be based on science and data.

Trustee Juan Campos, San Lorenzo USD representative, added that SLZUSD is discussing continuing distance learning for the remainder of the calendar year.

XI. 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 October 2020:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Jacob Ruenz	Mt. Eden High School	Careers in Education II	Erika Emery
Jerimiah Moreno Sierras	San Lorenzo High School	Cybersecurity II	Kent Doan
Cynthia Ramirez Napoles	San Lorenzo High School	Careers in Law & Public Safety I	Michael O'Connell
Kevin Medina	San Lorenzo High School	Careers in Law, Forensics & Public Safety II	Lance Bohn

Sukhi Sidhu, 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.

XII. Adjournment

The meeting was adjourned at 5:20 p.m.

Approved by the Eden Area ROP Governing Board _____

Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: November 5, 2020
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 September 4, 2020 through October 9, 2020 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: November 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Lauren Kelly, Pathway Coordinator
SUBJECT: Request the Governing Board to approve the Listed Donations-
Ashish Khanna

CURRENT SITUATION

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

CURRENT SITUATION

Ashish Khanna donated \$1000 to be used as a scholarship for a deserving student.

A letter of acceptance will be sent to the donor.

CONSENT CALENDAR



DATE: November 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Elaine Alvite, Assistant Director of Educational Services
SUBJECT: Request the Governing Board to approve the Listed Donations-
R/GA Media Group, Inc.

BACKGROUND

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

CURRENT SITUATION

R/GA Media Group, Inc. donated 14 Lenovo charging cords and 7 Lenovo Think Pads to the Eden Area ROP.

A letter of acceptance will be sent to the donor.

CONSENT CALENDAR



DATE: November 5, 2020
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 AT&T for the AT&T Dedicated Internet Service from October 2020 through October 2022

BACKGROUND

On August 14, 2020, Governor Gavin Newsom signed Executive Order N-73-20, that states "over 2,000,000 Californians do not have access to high speed broadband service at benchmark speeds of 100 megabits per second ...", therefore, "California state agencies subject to my authority are directed to pursue a minimum broadband speed goal of 100 megabits per second download speed to guide infrastructure investments and program implementation to benefit all Californians." Additionally, it further states that "The California Department of Education is requested to continue leading statewide efforts to ensure that the students have the computing devices and connectivity necessary for distance learning and online instruction."

CURRENT SITUATION

The current router is outdated for its output is 10 megabits per second (mbps). As part of our current effort to upgrade technology campus wide, Eden Area ROP has renewed a contract with AT&T to provide internet services at 100 mbps to be compliant with Executive Order N-73-20, heeding to benchmark speeds.

CONSENT CALENDAR


**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

Customer	AT&T
EDEN AREA ROP Street Address: 26316 HESPERIAN BLVD City: HAYWARD State/Province: CA Zip Code: 94545-2458 Country: US	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Anthony Oum Title: Contracts Manager Street Address: 26316 HESPERIAN BLVD City: HAYWARD State/Province: CA Zip Code: 94545-2458 Country: US Telephone: 5102932906 Fax: Email: aoum@edenrop.org	Name: DANIELLE SHOCKLEY Street Address: 2600 CAMINO RAMON City: SAN RAMON State/Province: CA Zip Code: 94583 Country: US Telephone: 8009799598 Fax: Email: dr6352@exo.att.com Sales/Branch Manager: ZUZEL PEREZ SCVP Name: LATOYA PARISH Sales Strata: Retail Sales Region: USA <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

Page 1 of 7



AT&T DEDICATED INTERNET PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet(ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS (see ADI Express)
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS
AT&T Cloud Web Security Service	http://serviceguidenew.att.com/sg_flashPlayerPage/cwss
AT&T Business Wi-Fi (fka AT&T Wi-Fi – Enterprise)	http://serviceguidenew.att.com/sg_flashPlayerPage/AWS
AT&T Distributed Denial of Service	http://serviceguidenew.att.com/sg_flashPlayerPage/SNG
AT&T Premises Based Firewall Service	http://serviceguidenew.att.com/sg_flashPlayerPage/MSS
AT&T Collaborate™	http://serviceguidenew.att.com/sg_flashPlayerPage/COLLAB

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	24 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term
Per site†	\$250*	Longer of 12 Months or until the end of Pricing Schedule Term

†Applies to AT&T Collaborate only.

*This charge applies in lieu of the applicable percentage set forth for termination charges in the Master Agreement.

4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES

Section I: AT&T Dedicated Internet

Table 1: ADI Self – Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI	Undiscounted ADI w/ Managed Router	Undiscounted ADI w/ Virtual Router
Ethernet	\$1,500.00	\$1,500.00**	\$0.00

**Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only

AT&T and Customer Confidential Information

Page 2 of 7



AT&T DEDICATED INTERNET PRICING SCHEDULE

Table 2: On-Site Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only
Ethernet	\$1,500.00

Table 3: Flat Rate and Flexible Bandwidth Billing Option – Ethernet (2 Mbps to 1 Gbps) - Group 1, 2, and 3

Available bandwidth levels are subject to qualification at time of each order and may vary for ADI ports/access ordered with or without the Network on Demand option.

Bandwidth	Discounted Ethernet Access Monthly Fee Group 1	Discounted Ethernet Access Monthly Fee Group 2	Discounted Ethernet Access Monthly Fee Group 3	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
				Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	
2 Mbps	\$400.00	\$421.00	\$635.00	\$260.00	\$388.00	\$355.00
4 Mbps	\$400.00	\$421.00	\$635.00	\$262.00	\$390.00	\$325.00
5 Mbps	\$400.00	\$421.00	\$635.00	\$263.00	\$391.00	\$270.00
8 Mbps	\$400.00	\$421.00	\$635.00	\$266.00	\$394.00	\$235.00
10 Mbps	\$400.00	\$421.00	\$635.00	\$268.00	\$396.00	\$198.00
20 Mbps	\$420.00	\$449.00	\$758.00	\$449.00	\$577.00	\$144.25
50 Mbps	\$524.00	\$572.00	\$968.00	\$813.00	\$955.00	\$95.50
100 Mbps	\$604.00	\$651.00	\$1280.00	\$1,400.00	\$1,555.00	\$77.75
150 Mbps	\$610.00	\$677.00	\$1,412.00	\$1,800.00	\$1,965.00	\$65.50
250 Mbps	\$900.00	\$900.00	\$1,667.00	\$2,150.00	\$2,240.00	\$44.80
400 Mbps	\$1,100.00	\$1,100.00	\$2,201.00	\$2,700.00	\$3,380.00	\$42.25
500 Mbps	\$1,100.00	\$1,100.00	\$2,239.00	\$3,500.00	\$4,325.00	\$43.25
600 Mbps	\$1,100.00	\$1,100.00	\$2,807.00	\$4,096.00	\$4,840.00	\$40.33
1000 Mbps	\$1,300.00	\$1,300.00	\$3,184.00	\$4,505.00	\$5,620.00	\$28.10
Discount:				82.00%	82.00%	82.00%

Table 4: Flexible Bandwidth Billing Option – Ethernet (2 Gbps to 10 Gbps) – Group 1, 2, 3, and 4

Available bandwidth levels are subject to qualification at time of each order and may vary for ADI ports/access ordered with or without the ADI on Demand option.

Bandwidth	10 Gbps Discounted Ethernet Access Monthly Fee Group 1	10 Gbps Discounted Ethernet Access Monthly Fee Group 2	10 Gbps Discounted Ethernet Access Monthly Fee Group 3	10 Gbps Discounted Ethernet Access Monthly Fee Group 4	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
					Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	
2 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$9,091.00	\$12,276.00	\$30.69
3 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$13,309.00	\$17,981.00	\$29.97
4 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$16,015.00	\$21,591.00	\$26.99
5 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$18,196.00	\$24,553.00	\$24.55

AT&T and Customer Confidential Information

Page 3 of 7



AT&T DEDICATED INTERNET PRICING SCHEDULE

Bandwidth	10 Gbps Discounted Ethernet Access Monthly Fee Group 1	10 Gbps Discounted Ethernet Access Monthly Fee Group 2	10 Gbps Discounted Ethernet Access Monthly Fee Group 3	10 Gbps Discounted Ethernet Access Monthly Fee Group 4	Minimum Bandwidth Commitment		Undiscoun ted Increment al Usage Fee Per Mbps
					Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	
6 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$21,309.00	\$28,768.00	\$23.97
7 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$24,218.00	\$32,727.00	\$23.38
8 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$26,953.00	\$36,387.00	\$22.74
9 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$28,931.00	\$39,069.00	\$21.71
10 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$30,909.00	\$41,716.00	\$20.86
Discount:					82.00%	82.00%	82.00%

Table 5: Flat Rate and Flexible Bandwidth Billing Option – Ethernet (20 Gbps to 100 Gbps) – Group 1 and 4

Available bandwidth levels are subject to qualification at time of each order and may vary for ADI ports/access ordered with or without the ADI on Demand option.

Bandwidth	Ethernet Access Speed	Discounted Ethernet Access Monthly Fee Group 1	Discounted Ethernet Access Monthly Fee Group 4	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
				Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	
20 Gbps	40 Gbps	\$20,103.65	NA	\$39,766.00	\$49,999.00	\$2.00
30 Gbps	40 Gbps	\$20,103.65	NA	\$49,237.00	\$67,242.00	\$2.00
40 Gbps	40 Gbps	\$20,103.65	NA	\$62,871.00	\$84,485.00	\$2.00
70 Gbps	100 Gbps	\$31,043.55	NA	\$84,800.00	\$112,799.00	\$1.35
100 Gbps	100 Gbps	\$31,043.55	NA	\$104,174.00	\$136,595.00	\$1.35
Discount:				82.00%	82.00%	82.00%

Table 6: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Fees

The Class of Service option is not available for ADI ports/access ordered with the ADI on Demand option.

Discount: 100%

Speed	Undiscounted ADI w/ or w/o Managed Router Monthly Service Fee*
9.01 to 10.0 Mbps	\$825.00
15.01 - 20.0 Mbps	\$1,325.00
45.01 – 155 Mbps	\$5,000.00
200 - 250 Mbps	\$5,400.00

*Applies to ADI Express Only and Charges waived for Sites with AT&T BVoIP Service

Table 7: Class Of Service Option - Installation Fees

Discount: 100%

Class of Service Undiscounted Installation Fee*	\$1,000.00
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*Charges waived for Sites with AT&T BVoIP Service

Section III: Additional Service Fees

AT&T and Customer Confidential Information

Page 4 of 7


**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500.00 per location

Section IV: AT&T Business in a Box®

AT&T Business in a Box® is not available for ADI ports/access ordered with the ADI on Demand option.

Discount: 100%

Option	Undiscounted Monthly Fee*
Base Unit NextGen	\$75.00
Base Unit 12 Port	\$75.00
8 Port Analog Module Add-On	\$40.00

* Pricing also applies to Service locations in Alaska

Discount: 0%

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price*
Move, Addition, Change to Service	\$260.00
Delete Service	\$500.00

* Pricing also applies to Service locations in Alaska

Class Of Service Option - when ordered with AT&T BVoIP Services only
Discount: 100%

Class of Service Undiscounted Monthly Service Fee	\$225*
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*Pricing also applies to Service locations in Alaska

Section V: AT&T Cloud Web Security

No discounts apply

AT&T Cloud Web Security Service per port (10 users) Rate	\$30.00
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Section VI: AT&T Wi-Fi Enterprise

No discounts apply

AT&T Business Wi-Fi (ABW) per AP per month Rate	\$30.00
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Section VII: AT&T Distributed Denial of Service – Reactive Service

No discounts apply

Service Component (Service Level)	Monthly Recurring Charge Per Circuit
Reactive service supporting from 10Mbps up to but not including 100Mbps circuit	\$98.00
Reactive service supporting from 100Mbps up to 1Gbps circuit	\$301.00

Section VIII: AT&T Distributed Denial of Service – Mitigation Usage Charges

No discounts apply

Service Component	Usage Charge per Occurrence
Mitigation	\$497.00

AT&T and Customer Confidential Information

Page 5 of 7



AT&T DEDICATED INTERNET PRICING SCHEDULE

Section IX: AT&T Premises Based Firewall Service – Small Business – Fortinet

No discounts apply

Service Component	Monthly Recurring Charge Per Seat
AT&T Premises-Based Firewall - Small Business - Essential	\$198.00
AT&T Premises-Based Firewall - Small Business - Standard	\$330.00

Section X: AT&T Collaborate

Table 1: AT&T Collaborate System License Fee

No Discounts apply

AT&T Collaborate Feature Name	Monthly Recurring Charge
	Per Seat
Basic Voice Seat	\$22.00
Enhanced Voice Feature Bundle	\$5.00
Unified Communication Bundle	\$8.00
Shared Workspace Bundle	\$8.00
	Per Unit
Contact Center Bundle (2 Supervisors and 10 Agents)	\$518.00
Auto Attendant	\$19.00
Receptionist Web Console	\$26.00
Pre-alerting Announcement	\$8.00
Contact Center Agent with Web Clients*	\$49.00
Contact Center Supervisor with Web Clients*	\$64.00
*Contact Center Agent with Web Clients and Contact Center Supervisor with Web Clients are add-on features. Customer must purchase Contact Center Bundle to purchase these features.	

Table 2: AT&T Collaborate Equipment Fee

No discounts apply

Type of Equipment	Non-Recurring Charges Per Device
EdgeMarc 3700 Intelligent Edge	\$195.00
Adtran NetVanta 1234 24-port	\$345.00
Adtran NetVanta 1238P 48-port	\$943.00
Polycom SoundStation IP 6000	\$669.00
Polycom SoundStation IP 7000	\$942.00
Polycom VVX 300	\$136.00
Polycom VVX 301	\$136.00
Polycom VVX 310	\$143.00
Polycom VVX 311	\$143.00
Polycom VVX 400	\$188.00
Polycom VVX 401	\$188.00
Polycom VVX 410	\$195.00
Polycom VVX 411	\$195.00
Polycom VVX 500	\$266.00
Polycom VVX 501	\$266.00

AT&T and Customer Confidential Information

Page 6 of 7



AT&T DEDICATED INTERNET PRICING SCHEDULE

Polycom VVX 600	\$331.00
Polycom VVX 601	\$331.00
Polycom VVX Camera. For use with the VVX 500 and VVX 600	\$143.00
Polycom VVX Color Exp Module for VVX 300, 310, 400, 410, 500 and 600	\$253.50
Polycom RealPresence Trio 8800 IP conf. phone w built-in Wi-Fi	\$1,040.00
Yealink-W56P (Cordless)	\$130.00
Yealink-W56H (Cordless)	\$84.00
Yealink-T40P (Entry level)	\$97.00
Yealink-T46G (Mid-level)	\$182.00
Yealink EXP40 (Expansion accessory)	\$110.00

Table 3: AT&T Collaborate Installation Fee

No discounts apply

Non-Recurring Billing Element	Non-Recurring Charge Per Device
Equipment Installation and Shipping	\$151.00

DATE: November 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Lauren Kelly, Pathway Coordinator
SUBJECT: Request the Governing Board to approve the Contract with the Chabot-Las Positas Community College District to provide Support Services for the CATEMA Online Student System and Work-Based Learning for the 2020-2021 School Year

BACKGROUND

In 2016, the California Legislature approved the Strong Workforce Program. The goal of the program is to enhance career technical education and workforce training in order to meet the needs of the labor market. The Strong Workforce Program aims to align the community college and K-12 systems and to support collaborative work. Both Eden Area ROP and Chabot College receive Strong Workforce funds.

CURRENT SITUATION

The Chabot-Las Positas Community College District is contracting with the Eden Area ROP to provide support services for its Career and Technology Education Management Application (CATEMA) online student system. The work-based learning team will assist students, teachers, and administrators with enrollment in CATEMA, trouble-shooting, data analysis, and training for all groups as needed. They will also support work-based learning opportunities for Chabot pathways.

Fiscal Impact: The Eden Area ROP will receive \$20,000.

CONSENT CALENDAR

Chabot-Las Positas Community College District

Contract for Services

This is a contract for professional services between the Chabot-Las Positas Community College District ("District") and Edén Area ROP _____, Independent Contractor ("Contractor"), entered this 9th day of October, 2020.

1. Contractor agrees to perform the following services in his/her capacity:

Abraham Mendoza will support teachers, students, and Administrators with CATEMA enrollment, data, and training.

He will support the organization of Advanced Manufacturing day and the recruitment of speakers for Chabot pathway courses.

2. Contractor hereby understands that no employment relationship is established by this contract for services.
3. The Contractor shall provide his/her own Workers' Compensation Insurance and shall properly report all income in accordance with federal and state law (Labor Code § 3700).
4. Contractor shall be in compliance with the Drug Free Workplace Act of 1988.
5. Services shall begin on or about 9 / 1 / 2020, and terminate on or before 5 / 31 / 2021.
Services shall not be assigned nor subcontracted to another party without written consent of the District.
6. District agrees to pay the Contractor the sum of \$ 20,000.00, payable as follows, upon receipt of an invoice, if the services performed are satisfactory to the District.

Date	Payment
30 days upon receipt of	
EAROP invoice.	

7. District retains the right to cancel this contract in the event of funding shortage or for any other reason by written notice of not less than 30 calendar days. In such case, Contractor will be paid for services rendered through the date of cancellation only.
8. This contract is not valid until signed and accepted by the Vice Chancellor, Business Services, nor does the District assume any liability for work performed prior to acceptance by the Vice Chancellor, Business Services.

Independent Contractor

Edén Area ROP

Name

Lauren Kelly

Email Address

lkelly@edenrop.org

Phone #

26316 Hesperian Blvd

Hayward, CA 94545

Address

Signature

CLPCCD

Initiating Manager	Date
President	Date
Vice Chancellor, Human Resources	Date
Vice Chancellor, Business Services	Date

DATE: November 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Lauren Kelly, Pathway Coordinator
SUBJECT: Request the Governing Board to approve the Contract with the Chabot-Las Positas Community College District for the Coordination of Work-Based Learning Services for Pathway Programs for the 2020-2021 School Year

BACKGROUND

In 2016, the California Legislature approved the Strong Workforce Program. The goal of the program is to enhance career technical education and workforce training in order to meet the needs of the labor market. The Strong Workforce Program aims to align the community college and K-12 systems and to support collaborative work. Both Eden Area ROP and Chabot College receive Strong Workforce funds.

CURRENT SITUATION

The Chabot-Las Positas Community College District is contracting with the Eden Area ROP for work-based learning support for their pathway programs. The work-based learning team will support Chabot instructors coordinating individual guest speakers, industry panel presentations, and one on one informational interviews for Chabot students. They will help coordinate Advanced Manufacturing Day and Health Careers Day.

Fiscal Impact: The Eden Area ROP will receive \$12,000.

CONSENT CALENDAR

Chabot-Las Positas Community College District

Contract for Services

This is a contract for professional services between the Chabot-Las Positas Community College District ("District") and Edén Area ROP _____, Independent Contractor ("Contractor"), entered this 9th day of October, 2020.

1. Contractor agrees to perform the following services in his/her capacity:

Jayne Salinger will support the organization and facilitation of AMD for Chabot. She will also support SOAR instructors in the area of WBL coordinating speakers, panels, and informational interviews.

2. Contractor hereby understands that no employment relationship is established by this contract for services.

3. The Contractor shall provide his/her own Workers' Compensation Insurance and shall properly report all income in accordance with federal and state law (Labor Code § 3700).

4. Contractor shall be in compliance with the Drug Free Workplace Act of 1988.

5. Services shall begin on or about 9 / 1 / 2020, and terminate on or before 5 / 31 / 2021.

Services shall not be assigned nor subcontracted to another party without written consent of the District.

6. District agrees to pay the Contractor the sum of \$ 12,000.00, payable as follows, upon receipt of an invoice, if the services performed are satisfactory to the District.

Date	Payment
30 days upon receipt of	
EAROP invoice.	

7. District retains the right to cancel this contract in the event of funding shortage or for any other reason by written notice of not less than 30 calendar days. In such case, Contractor will be paid for services rendered through the date of cancellation only.

8. This contract is not valid until signed and accepted by the Vice Chancellor, Business Services, nor does the District assume any liability for work performed prior to acceptance by the Vice Chancellor, Business Services.

Independent Contractor

Edén Area ROP
Name
Lauren Kelly
Email Address
lkelly@edenrop.org
Phone #
26316 Hesperian Blvd
Hayward, CA 94545
Address
Signature

CLPCCD

Initiating Manager	Date
President	Date
Vice Chancellor, Human Resources	Date
Vice Chancellor, Business Services	Date



DATE: November 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Contract with School Webmasters for Website Hosting for Adult Programs for the 2021-2023 School Years

BACKGROUND

The Eden Area ROP Adult Programs maintains a dedicated website to support communication, enrollment and provide information regarding course costs and payments. The Adult Programs has been using School Webmasters to host their website since 2017.

CURRENT SITUATION

The Eden Area ROP will continue to use School Webmasters as an appropriate provider for our adult program web hosting needs for the 2021-2023 school years. Hosting the adult programs website through School Webmasters allows us to provide in-depth information about our course offerings to the public and will serve as a portal for current and prospective students to register and pay for classes. It also allows us to customize our branding and messaging for the adult programs. Contracting for additional services is a more cost-effective method of maintaining the adult programs' webpage.

CONSENT CALENDAR

Get more than just software;
put our staff to work for you!

SCHOOL
WEBMASTERS



PROPOSAL FOR:

Eden Area ROP Adult Education

October 13, 2020

Eden Area ROP
26316 Hesperian Blvd
Hayward, CA 94505

Dear Phyllis,

We are very happy you requested a proposal. Our service is unique, and it takes a little explanation to compare what we do to a simple content management software. We hope this will help you find the best solution for your school. This pricing expires on December 31st, 2020

We want you to be able to show the best you have to offer, share your stories, and make meaningful connections with your community. We have provided you pricing that will help you do this. It includes everything you would expect in a state of the art content management system like responsive (mobile friendly) design, interactive calendars, slideshows, and more. But, the most important part of our services (NOT available through our competitors) is **the ongoing website management** we provide. We become your webmasters. Our staff is dedicated to making your school website an effective communication, public relations, and marketing tool. Our services include:

- Ongoing content updates to keep your sites current and informative
- Easy access to us by your authorized staff for content submission
- Monthly reminders to your authorized staff to get those latest updates
- Proofing and editing of all editable content
- Ongoing graphic updates for website appearance and optimization, including stock photos
- Monthly site reviews to make sure everything looks great and works perfectly
- Timely updates— almost always the same day, usually within hours
- ADA accessibility and 508 compliance to ensure that all visitors can enjoy the site
- Monthly tips to authorized staff to give them ideas for better content submission
- Secure and reliable virtual cloud hosting with 99.999% uptime and redundant backups

Please review the the following proposal / contract, and feel free to give us a call if you have any questions at 888.750.4556 Option 1.

Sincerely,



Jim Leedy
School Webmasters

Table of Contents

What You Get.....	4
Hosting Features and Services.....	5
Your Pricing.....	6
Warranties and Liability.....	9
Responsibilities.....	10
Next Steps.....	11
Signature Page	12



What you get

Custom Design & Development

We can build the website with as little information as the school's colors, mascot, and handbook. We would prefer a bit more input than that, but we really include it all. That includes writing the content, researching the types of information that would be most helpful to your community, staff, and parents. We'll make recommendations based upon our school website experience and what other schools have found to be most effective and helpful.

Unlike other website development companies, we don't just give you the space to work in. We'll provide your school with a balance of aesthetically pleasing layout and informational content. This includes custom graphics, professional copywriting, content recommendations, ADA compliance, and a whole list of best practices. We interview key administrators to determine their school's preferences, we'll design a prototype or customize the selected template, make the revisions they desire, and then begin populating the school's website with professionally written content. We can usually have the school's main site completed in six to eight weeks from the time we begin development.

Full-Service Website Management—Your Personal Webmasters

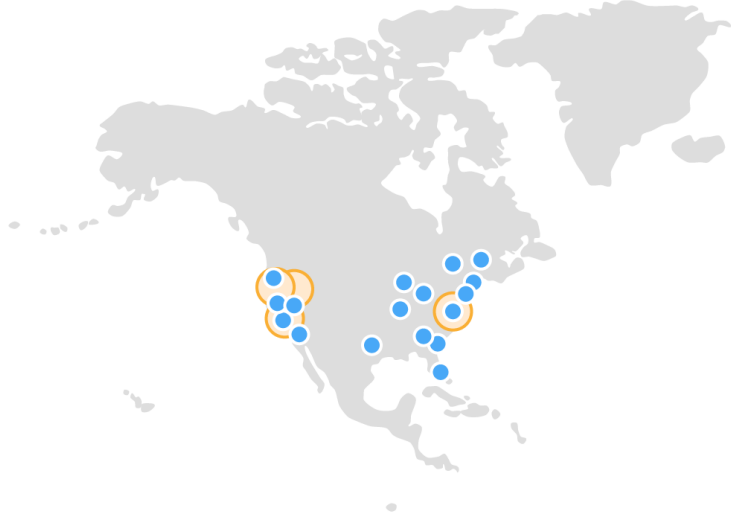
School Webmasters handles all updates, changes, additions, and improvements to your school's website. Many schools find it difficult to dedicate busy staff members (administrators, IT, etc.) to website development and upkeep. By outsourcing your website management to School Webmasters, whose experience and expertise is dedicated to this one aspect of good school communication, your school will be equipped with a superior website that is always current and informative (at a price that is far less than you would spend if you were to keep these tasks in-house).

In addition to ongoing site updates based on information we elicit from your staff, we also provide regular quality control reviews for continued improvements and maintenance of best practices. Regardless of your own staff turnover or current skill sets, School Webmasters can assure strong branding and improved public relations for your district.

Hosting Features and Services

Keeping it at five 9's. 99.999% uptime is fulfilled by the latest in networking and hosting technology. Our sites are hosted on a fully redundant virtualized AWS EC2 Environment. We have multiple web servers that are connected to state of the art load balancers to ensure consistent up time. When periods of exceptional load occur, more servers will automatically come online to deal with the additional traffic. This allows us to be fully scalable, accommodating any amount of load that comes our way. Our server architecture has been designed by School Webmaster's system engineers using best practice methods to suit your needs, and they are on call 24 hours a day to deal with any issues that may arise.

Our infrastructure is built on Amazon's AWS services and hardware, the same service trusted by many top companies such as Netflix, Expedia, and Pinterest. Using state of the art hardware located in datacenters in Oregon and Virginia and crossing multiple availability zones, our system is designed for maximum uptime and stability. This means you can stop worrying about your school's website and focus on where you're needed most.



Pricing

Website Development

We provide three levels of design to help meet the needs / budgets for all schools. Once sites are developed, we provide the same level of custom service for all of our clients, but initial designs can vary from a basic customized template to fully custom design. Many features are included at all levels, like unlimited bandwidth, video hosting, secure pages, etc.

Standard Design: Responsive Template Website:

Included for \$1,650 - 15 pages and \$70 per page after the first 15

Client chooses design from the pre-designed template library.

- We add your logo, school name, and photos (yours or appropriate stock photos)
- Customize colors to whatever you select
- Fonts are part of the design and will stay the same
- Limit of one graphic or photo per page, and three slide shows per site.
- We provide all of the copy for the site by reorganizing and rewriting the content
- Best practices included
- Developed in around five weeks

Customized Responsive Design Website

Included for \$2,940 - 20 pages and \$110 per additional page

Includes everything from Level 1, plus the client can choose from any of our responsive designs as the templates for layout / design,

- Comes with custom header, footer, and big background photo (if desired)
- One custom graphic per page included (can include quotes)
- We provide the copy/content and reorganize your existing site (according to the pages you have chosen).
- Sites are built in five to six weeks
- Great for district websites, high profile schools in a district, and charter schools.

Premier Full Custom Responsive Design

Varies but usually around \$7,500 for a 20 page site - \$250 per additional page

Everything provided in a Level 2 site plus:

- Graphic designer creates unique prototypes from scratch (up to two)
- Graphic designer creates all page graphics, custom navigation buttons, rollover effects etc.
- Copywriters write fully custom content and provide in depth research for all areas of the website.

Hosting / Webmaster Service Cost	
Website Cost Per Month	\$149.00
Annual Total For Service	\$1,788.00

Cost Escalation: Hosting pricing may be reviewed semi-annually and adjusted for inflation or changes in update usage.

Three year contract cost for hosting / webmaster service \$5,364.00

Website Hosting and Updates

Our full-service hosting includes improvements, updates, and other graphic and content revisions or additions that are necessary to keep your website fresh, informative, and accurate for the duration of the hosting agreement. This includes the design and development of up to 10 additional web pages per year/per site unless otherwise agreed upon by both parties, in writing. The amount of updates required can vary with each school. This pricing reflects our estimate of typical school's update requirements for one year. In the event that a school needs more than the usual amount of our staff time, we will evaluate a three month average from time to time and make adjustments if necessary only to cover our costs. It is understood that there are more updates when a site first goes live, and at the beginning of the school year. We want you to do a great job and use our service, because every hour we work for you means several hours that your staff would otherwise be doing something they weren't hired to do.

Payment with a purchase order will be as follows:

½ development fee due upon site's prototype approval

½ development fee due upon website completion - Completion of website is defined as School Webmasters completion of all design elements, layout, and copywriting. Because the process usually only takes 6 weeks, we may just wait until the site goes live to invoice for any of it.

Payment with check or credit card will be as follows:

½ development fee due to begin development

½ development fee due upon website completion - Completion of website is defined as School Webmasters completion of all design elements, layout, and copywriting.

Hosting Fees:

Hosting fees will begin on the 1st day of the month following School Webmasters submission of completed website to client. Site may be taken live at client's discretion. Hosting fees will be invoiced to district or school monthly or semi-annually (January and July) for hosting and updates (client's preference). Payments are due to School Webmasters within 30 days of invoice date. Invoices are e-mailed.

Late Fees:

Invoices that are 60 days past due will be assessed a late fee of 10% per month on all outstanding balances. Invoices 90 days past due may be submitted for collection and service suspended until all fees, including collection and/or legal expenses are paid in full. Client acknowledges that collection action may result in additional costs, including legal fees, and that any collection expenses will be the client's responsibility. We are not liable for any collection actions resulting for failure to pay.

Renewal

This contract will continue on a month-to-month basis unless written cancellation is provided, and if a purchase order is required by the client, the client is responsible for providing this information to School Webmasters within 30 days of a new fiscal year.

Cancellation Policy

Cancellation policy: Request to terminate services must be made, in writing, at least 30 days prior to last day of service. While all graphics and content of the website(s) is the property of the client, if services are terminated, it is the responsibility of the client to move or retrieve the site. All content owned by the school is public facing and can be copied and archived by the school.

Warranties and Liability

School/District agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server, or the Developer. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses and malware, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.



School/District hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the School/District's publication of material or use of those materials. School Webmasters will make every effort to ensure that information / content posted is not any of the above mentioned items or in violation of copyright law; however School Webmasters will not be liable for the content provided by the school. Developer does not guarantee the functions of the site will meet the client's expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and / or error-free.

Disruption in Service

The Internet is a complex worldwide network. At times there will be planned and unplanned outages both in and beyond School Webmasters control. School Webmasters will diligently strive to notify our customers of any planned outages that may impact them. However, School Webmasters will not be liable for any damage or harm of any kind to the Client or any other person or entity who is or may be directly affiliated with the Client, occurring as a direct or indirect result of any network outage or service interruption, whether planned or unplanned, and whether or not the outage was caused by School Webmasters.

Indemnification

School/District agrees that it shall defend, indemnify, save, and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's development of the School/District's website. This includes Liabilities asserted against the Developer, its heirs, assigns, subcontractors, agents, School Districts, servants, officers, and employees that may arise or result from any service provided or performed or agreed to be performed or any product sold by the School/District, its agents, employee or assigns.

School/District also agrees to defend, indemnify, and hold harmless the Developer against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the client's website. This includes infringing on the proprietary rights of a third party, copyright infringement, trademark infringement, and delivering any defective product or misinformation that is detrimental to another person, organization, or business.

Responsibilities (Who is doing what)

Responsibilities of the District/School

Identify and/or obtain, unless otherwise agreed, all elements to be included as content for this project on an “as needed” basis.

- Provide any specific artwork, animations, images, data, or District/School-specific files (e.g., logos, mascots, employee photos, student artwork or photos, etc.) These will be assumed to be royalty free / non-rights managed. If you are unsure, please let us use our stock photos. The legal responsibility of the website falls on the owner, not the developer.
- PDFs and videos and other non editable content will be posted as is, and may not be ADA / Section 508 compliant if it is not provided that way.
- Provide School Webmasters with all pertinent information and consultation in a timely manner. (Should the project become inactive or be delayed for reasons outside the control of School Webmasters, or if client becomes unresponsive or fails to provide timely feedback without providing any advance notice for a period not to exceed 10 calendar days, School Webmasters will immediately bill for all work it has performed to date on the project. School Webmasters will suspend any further work on the project from that point forward, pending communication from client. Client expressly agrees to pay for all billable work up to the date that School Webmasters receives written notice of client's intent to inactivate or delay the project or after 10 calendar days of client being unresponsive to requests from School Webmasters.)

Responsibilities of School Webmasters

Handle all aspects of development, production, and delivery throughout the project, including:

- Build a component-based system that handles all aspects of the scoped project.
- Consult with the School District on content and any requested advanced system architecture.
- Work with the District to identify functionality for all navigation necessary for “ease of use.”
- Test Internet application and debug on the top three Internet browsers at current major revision.
- Provide accessibility for the visually impaired, and include provision for screen readers and other section 508 compliance. This will include WCAG 2.0 level AA compliance in areas like necessary Alt tags, skip navigation, color contrast, etc.
- Develop and oversee the implementation of the final product.

Assumptions

- Schools will make technical and graphic decisions within three (3) business days of submission of contract proposal.
- School Webmasters will complete all development off-site.
- All new informational content will be entered into the website by School Webmasters or its designated site managers, based upon direction from each school's designated site contact. School Webmasters will send monthly reminders requesting changes or additions to those designated individuals.

Deliverables

- Final acceptance of the site will be performed when the website becomes live on the web server.

Ongoing Updates

Upon site completion and after a week or two of site revision with the development team, we will assign website administrators to the District/School. Your team of site administrators will manage all ongoing updates, page additions, calendar updates, minor graphic changes or additions, and other client needs. These individuals will also ensure that monthly reminders are sent to identified district personnel to keep your site current and accurate. The District is responsible for keeping School Webmasters informed about who those key personnel are who should receive our reminders. The more people at the school who have access to submit information as they get it, the more likely the information will end up on the website where it will actually be seen by your target audience. Because no one needs any training or special skills to get information onto the website, it doesn't cost anything to get lots of people involved. All of the department heads, the secretaries, involved teachers, and of course principals, and administrators. Everyone who touches the information can easily get it to us so that we can turn it into a story that will help engage parents, students, and the community to make your job easier.

The following parties agree to the terms and conditions outlined in the PROPOSAL provided:

School Webmasters

Eden Area ROP

By:



By:

(Signature)

Jim Leedy / Co-owner and Sales Manager

(Print Name / Title)

Date Created: _____

Date: _____

Payments and notices to School Webmasters shall go to:

School Webmasters

2846 E. Nora Street

Mesa, AZ 85213

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DATE: November 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board approve the MOU with the Hayward Unified School District for the Independent Study Teacher to Support the Hayward Promise Neighborhoods Program for the 2020-2021 School Year

BACKGROUND

The Hayward Promise Neighborhoods is in its second round of federal funding. Promise Neighborhood grants are 5 years in duration and are cradle to career initiatives focused on transforming a neighborhood within the city. The first Promise Neighborhood grant focused on the Jackson Triangle neighborhood and the new Promise Neighborhood grant focuses on South Hayward.

CURRENT SITUATION

The Eden Area ROP as a partner in this project will provide career technical programs and assist in dropout prevention for identified students. To this end, HUSD assigns a teacher to the Eden Area ROP that provides credit recovery to students attending ROP who live in the South Hayward Promise Neighborhood or attend the target high school. This MOU outlines our agreement with Hayward Unified School District to reimburse the district for the cost of this employee.

CONSENT CALENDAR

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM AND HAYWARD UNIFIED
SCHOOL DISTRICT THROUGH
THE HAYWARD PROMISE NEIGHBORHOOD PARTNERSHIP**

I. TERMS OF MOU:

This agreement shall commence on July 1, 2020 and shall extend through June 30, 2021.

II. CONTRACT AMOUNT:

The teacher contract amount for \$141,366.90 for salary and benefits.

III. PURPOSE:

Through The Hayward Promise Neighborhood Grant, Hayward Unified School District and Eden Area Regional Occupational Program will collaborate to implement an independent study program to cover academic support for Career/Occupational training programs prepared and offered by ROP.

IV. ROLE AND RESPONSIBILITIES OF EDEN AREA ROP:

- The ROP shall provide leadership and coordination services to ensure quality academic and career technical standards are met.
- The ROP will provide data control services for registration, attendance, grades, transcripts, and other student records.
- Attendance reporting will be reflected by both the ROP and HUSD.
- Reimbursement back to the district for the independent study teacher at a total of \$141,366.90 (includes benefits). Payments will be made in 12 monthly installments of \$11,780.58.

V. ROLE AND RESPONSIBILITIES OF HUSD:

- HUSD shall designate instructors from its staffing assignment prior to the beginning of the school year.
- HUSD shall designate administrative supervision of selected staff through the HUSD Independent Study Program.
- HSUD will be responsible for instructor compensation.
- HUSD will insure that the instructor possesses an approved Credential.
- HUSD will insure that the instructor assists HUSD students (especially those in the Promise Neighborhood grant) with intense intervention and credit recovery as needed. Assistance can include:
 - Pre/Post Assessment
 - Individualized direct instruction
 - Teacher assigned prescriptive lessons
 - Push in or pull out instruction
 - Intensive intervention
 - Differentiated content

VI. TERMS OF AGREEMENT:

An effort will be directed by both parties to maintain the terms of the agreement as defined. However, if urgent circumstances beyond either parties control occur, making one party unable to fulfill its agreement, this agreement can be renegotiated or terminated with 30 days' notice.

Eden Area ROP shall indemnify, defend and hold harmless HUSD and its employees from and against any and all loss, liability, expenses, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt HUSD and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

HUSD shall indemnify, defend and hold harmless Eden Area ROP and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt Eden Area ROP and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

Under penalty of perjury I agree to the statements above and am designated to sign this agreement on behalf of my agency,

Date: _____

Date: _____

Linda Granger
Superintendent
Eden Area Regional Occupational Program

Dr. Matt Wayne
Superintendent
Hayward Unified School District



DATE: November 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the MOU with the Jewish Vocational and Career Counseling Service (JVS) to Provide a Dental Assistant Regional Hybrid Program for the 2020-2021 School Year

BACKGROUND

The Dental Assisting (DA) and Registered Dental Assisting program (RDA) at Eden Area ROP has been approved by the Dental Board of California. The approval allows students to earn many certifications from this course: Infection Control, Radiography, Coronal Polish, Pit and Fissure, and Dental Assisting. With Eden Area ROP Board's approval, separate dental courses are offered for Infection Control and Radiography certifications.

CURRENT SITUATION

The Jewish Vocational and Career Counseling Service (JVS) partnered with the Eden Area ROP to help their clients become employable in the dental field. The curriculum assembled for JVS is a 30-hour on-line didactic Foundations in Dental Assisting course. This course is a portion of JVS' program that involve dental business partners for the hands-on training of potential dental assistants during COVID-19 teaching restrictions. The didactic course was designed to give students a basic introduction to the content and literature-based material to help support the hands-on training for dental assistants.

Students enrolled in the course will cover topics, such as, dental anatomy, instruments, dental law and ethics, dental materials, and various dental procedures.

The MOU before you tonight is with the JVS organization and their staff. JVS agrees to recruit, finance, and counsel up to 12 students, per 30-hour cohort, in the 30-hour on-line didactic Foundations in Dental Assisting course. The Eden Area ROP will instruct and provide the curricular material for the class.

CONSENT CALENDAR



**WORK
TRANSFORMS
LIVES**

Memorandum of Understanding

Between
Jewish Vocational and Career Counseling Service ("JVS")
and
Eden Area ROP ("EAROP")

1) Purpose.

The purpose of this Memorandum of Understanding ("MOU") is to describe the responsibilities of JVS and Eden Area ROP ("EAROP") with respect to the Dental Assistant Regional Hybrid Program ("Program").

2) Program Description

The Dental Assistant Certificate program recruits and trains low income, unemployed, or under employed Bay Area residents who are interested in entering the Healthcare field through dentistry. JVS' DA training program increases the skills and employability of participants by providing technical and non-technical skills necessary to succeed in the role. Eden Area ROP will provide students online didactic training that compliments the technical training they will receive in-person. JVS will provide supplemental job readiness (soft) skills training to further prepare participants for work as Dental Assistants.

3) Roles and Responsibilities

a) JVS agrees to:

- i) Assign a primary person of contact for oversight of this agreement;
- ii) Assign a staff person to coordinate with EAROP the activities included in this MOU;
- iii) Provide a staff person to oversee coordination of the program and instruction of JVS-led curriculum;
- iv) Coordinate with EAROP for purposes of planning and troubleshooting in order to successfully attain goals of the program;
- v) Lead coordination of program training from Oct 26 – November 25 2020;
- vi) Assess, recruit, and enroll up to 12 participants for the training;
- vii) Collect contact information data on participants and share with EAROP;
- viii) Provide participants up to 10 job readiness training sessions;
- ix) Co-create with EAROP progress reports and performance reviews for each student;
- x) Arrange a supervised clinical experience for students who successfully complete course requirements;
- xi) Notify EAROP in a timely manner of any concerns, issues, and/or incidents related to any component of the Program;
- xii) Debrief with EAROP and discuss outcomes after the completion of the program in January 2021;
- xiii) Process invoices and issue payment to EAROP within thirty business days of receipt of invoices.

- b) EAROP responsibilities:
 - i) Assign a primary person of contact for oversight of this agreement;
 - ii) Assign a staff person to coordinate with JVS the activities included in this MOU;
 - iii) Provide a staff person(s) to oversee coordination of the training and instruction of EAROP curriculum;
 - iv) Coordinate with JVS for purposes of planning and troubleshooting in order to successfully attain goals of the Program;
 - v) Lead occupation-specific on-line training from November 3 – 19, 2020;
 - vi) Ensure all 12 students of the Program have all of the necessary materials associated with the training curriculum;
 - vii) Collect attendance and performance data on participants and share with JVS;
 - viii) Co-create with JVS progress reports and performance reviews for each student;
 - ix) Notify JVS in a timely manner of any concerns, issues, and/or incidents related to any student or component of the Program;
 - x) Adhere to EAROP standard policies for responding to student accidents and/or urgent care needs;
 - xi) Debrief with JVS and discuss outcomes after the completion of the training in January 2021;
 - xii) Issue invoices to JVS within thirty days of the Program start date.
- c) Both parties agree to:
 - i) Defend, indemnify and hold the other party, its directors, officers, employees, volunteers and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of its performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the other party its directors, officers, employees, volunteers and agents.

4) Other Terms and termination

- a) This MOU may be terminated at any time upon mutual agreement of EAROP and JVS.
- b) This MOU may be terminated for cause if a party has materially breached the MOU where the defaulting party has been given written notice of its deficiencies and has failed to correct such deficiencies within thirty (30) days after receipt of such notice or such longer time as agreed upon by the parties. Termination pursuant to this section shall be effective at the expiration of the cure period. This provision shall not constitute an election of remedies by or liquidated damages to the terminating party. The terminating party shall have and retain all rights to damages at law and rights to equitable relief in the event of breach by the defaulting party.
- c) This Agreement may be terminated without cause by any party upon thirty (30) days' advance written notice.

5) Principal Contacts

	JVS Contacts	Partner's Contacts
Name (Program)	Dorit Leavitt	Craig Lang
Title	Program Manager	Director of Adult Education
Phone	415.782.6262	510.293.2905
Email	dleavitt@jvs.org	clang@edenrop.org
Name (Finance)	Kathryn Beeley	
Title	CFO	
Phone	415.782.6222	
Email	kbeeley@jvs.org	

6) Payment

This MOU confirms that upon confirmation of the MOU, JVS will pay EAROP \$250 (two hundred and fifty dollars) per student for a total of \$3000 (three thousand dollars) for 12 students.

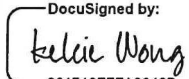
7) Period of MOU

a) This MOU becomes effective 10/1/2020 and ends 2/1/2021.

8) Authorized Representatives

Both parties understand and agree that this document contains the entire understanding of the parties relating to the subject matter and that this agreement cannot be waived or altered except in writing and signed by representatives of both parties.

Accepted and agreed to by:

<p>DocuSigned by:</p>  <p>361718FFFA0642B...</p> <hr/> <p>Kelcie Wong</p> <p>Director of Healthcare Programs, JVS</p>	<p>10/9/2020</p> <hr/> <p>Date</p>
<hr/> <p>Craig Lang</p> <p>Director of Adult Education, Eden Area ROP</p>	<hr/> <p>Date</p>

INFORMATION ITEMS



DATE: November 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Lauren Kelly, Pathway Coordinator
SUBJECT: Business Partners of the Year

BACKGROUND

The Eden Area ROP and school district programs are supported by our local business community in many ways. To honor those business members who have supported our programs, we hold an annual Business Partners Breakfast. As part of the Business Partners Breakfast, we honor our Business Partners of the Year. Due to the restriction of COVID-19, the Business Partner of the Year breakfast will not occur this year. Business Partners of the Year will be honored during our November Governing Board meeting.

CURRENT SITUATION

This year, the Eden Area ROP and the four school districts selected a total of thirteen Business Partners of the Year. These nominees have a passion and appreciation of school district and ROP career pathways and are dedicated to our students.

The following list of individuals are the Eden Area ROP's "Business Partners of the Year:"

NAME	COMPANY	NOMINATOR
Mary Bradd	United Seniors of Oakland and Alameda	Castro Valley USD
Elisabeth Charles	Rodan + Fields	Eden Area ROP (Business)
Ken Huguen	RDO/Vermeer Equipment Company	Eden Area ROP (Construction Technology)
Robert McManus	San Leandro Police	Eden Area ROP (Business)
Marlon Medina	PPG Auto Paint	Eden Area ROP (Automotive Collision & Refinishing)
Melinda Sciandri	Southern Alameda County Dental Society	Eden Area ROP (Dental Assisting)
Jeff Roberts	Ohlone College	Eden Area ROP (Sports Medicine)
Ben Shell	PPG Auto Paint	Eden Area ROP (Automotive Collision & Refinishing)
Commander Jack Tucker	Alameda County Sheriff	Eden Area ROP (Careers in Law, Forensics, and Public Safety)
Adam Helweh	Secret Sushi	Hayward USD
Beli Acharya	Construction Trades Workforce Initiative	San Leandro USD
Kristen Cross	Construction Trades Workforce Initiative	San Leandro USD
Chris Berilla	AECOM	San Lorenzo USD

RECOMMENDATION

Information only

DATE: November 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Bernie Phelan, Director of Educational Services
SUBJECT: ROP Pathway Review-Emergency Response Pathway

BACKGROUND

The state of California has identified 15 industry sectors. Each sector contains multiple career pathways in which to develop programs of study. It is up to individual school districts and the region's corresponding colleges and businesses to conduct research into the needs of the industry and determine which sectors and careers can best serve the students, industry and community. Pathways available vary by each district.

Formerly, the pathway reviews were presented to the Governing Board under the title "CDE Course Review." The Eden Area ROP has renamed the CDE Course Reviews to Pathway Reviews to more accurately reflect the information being shared with the Board and to align with the current terminology used by the state. Pathways reviews are presented to the Governing Board biennially.

CURRENT SITUATION

The Emergency Response pathway is under the Public Services sector. The Emergency Response pathway encompasses standards for designing student coursework in preparation for a number of careers in this field. The standards provide the foundation for further professional education and training at a postsecondary level, leading to certification and employment. By mastering these standards, students gain critical knowledge and skills through classroom and job-site experiences, simulations, and other learning modalities. Careers in this pathway include those in fire services, emergency medical services, wildland services, and emergency management. The attached pathway review is for the following program: First Responder (Fire Science/EMT) (ROP Center). The statistics provided are derived from the 2019-2020 C101 follow-up study completed June 2020.

RECOMMENDATION

Information only

SCHOOL DISTRICT:	EDEN AREA ROP	LOCATION:	Eden Area ROP												
PATHWAY:	Emergency Response		INSTRUCTORS:	Marlene McDowell, John Peters											
Course Name		Enrollment as of 19-20 Year to Date	Enrollment as of 18-19 Year to Date	Enrollment as of 17-18 Year to Date											
First Responder (Fire Science/EMT) I P/ II P		39	52	51											
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 															
Text Book: Essentials of Fire Fighting Author: Ifsta Committee Edition: 7 th															
NO.	YES	NO													
1.	X		ENROLLMENT – Course meets current or future labor market news. <table border="1"> <tr> <td>CLASS SCHEDULE: AM/PM</td> <td>SECTIONS PER YEAR:</td> <td>MINS PER SECTION:</td> <td colspan="2">EXPECTED MINIMUM STUDENTS PER SECTION:</td> </tr> <tr> <td>2 (Center)</td> <td>2</td> <td>3hrs Center</td> <td colspan="2">25+</td> </tr> </table>			CLASS SCHEDULE: AM/PM	SECTIONS PER YEAR:	MINS PER SECTION:	EXPECTED MINIMUM STUDENTS PER SECTION:		2 (Center)	2	3hrs Center	25+	
CLASS SCHEDULE: AM/PM	SECTIONS PER YEAR:	MINS PER SECTION:	EXPECTED MINIMUM STUDENTS PER SECTION:												
2 (Center)	2	3hrs Center	25+												
2.	X		AVAILABILITY OF QUALIFIED INSTRUCTOR – Qualified/ Credentialed Instructor teaching course.												
3.	X		LEADERSHIP – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.												
4.	X		CURRICULUM and INSTRUCTION – Students are provided with a strong experience in and understanding of all aspects of industry.												
5.	X		SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is designed as part of a sequence of courses, career pathways, etc.												
6.	X		ADVISORY COMMITTEE – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.												
7.	X		LABOR MARKET NEEDS – Course meets current or future labor market needs.												
8.	X		WORK BASED LEARNING – Course incorporates work based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)												
9.	X		COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)												
10.		X	JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.												
11.	X		FACILITIES AND EQUIPMENT ACCOMMODATION <input type="checkbox"/> District will provide a facility which adequately accommodates the program. <input checked="" type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.												
OTHER CONSIDERATIONS:															
<input checked="" type="checkbox"/> A-G Credit for UC			<input type="checkbox"/> State and National Licensing or Certification												
<input checked="" type="checkbox"/> Community College Articulation			<input checked="" type="checkbox"/> Strong Business or Industry Partnership												
<input checked="" type="checkbox"/> Dual Enrollment			<input type="checkbox"/> Emerging Technologies -												
COMPLIANCE CATEGORIES															
<input checked="" type="checkbox"/> R – Retain Program: Program meets all criteria.		<input type="checkbox"/> W - Watch Program: All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> P - Probation: Criteria is not being met. Program in danger of suspension.											
				<input type="checkbox"/> R – Reduce Program: Downsizing program.											
				<input type="checkbox"/> S/T - Suspend/ Terminate program.											

ACTION ITEMS



DATE: November 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Ongoing Agreement for Master Data Sharing for the Hayward Promise Neighborhoods

BACKGROUND

The Eden Area ROP is a partner in the Federal Promise Neighborhood Grant program. This is a \$30 million grant for 5 years. This is a cradle to career placed-based collective impact grant in which the partners work together to meet the needs of the people in a targeted neighborhood. The Hayward Promise Neighborhoods (HPNs) have successfully applied for this grant two times, first targeting the Jackson Triangle neighborhood, and round two focusing on South Hayward. California State University East Bay is the fiscal lead for this grant.

CURRENT SITUATION

One of the expectations of the Promise Neighborhoods is that all the partners in the grant program, work collaboratively within one data system so that the collective impact of our efforts can be tracked. The Master Data Sharing Agreement codifies these efforts.

RECOMMENDATION

It is recommended that the Governing Board approve the ongoing Agreement for Master Data Sharing for the Hayward Promise Neighborhoods.



MASTER DATA SHARING AGREEMENT

The following is a Master Data Sharing Agreement (Agreement) among **Hayward Promise Neighborhoods, California State University East Bay** and **Hayward Promise Neighborhoods Partners** (collectively referred to as Partners).

Hayward Promise Neighborhoods Partners include:

- Hayward Unified School District
- Chabot College
- Eden Area Regional Occupation Program
- City of Hayward
- La Familia Counseling Service
- 4Cs of Alameda County
- Tiburcio Vasquez Health Center
- Alameda County Public Health Department
- Hatchuel Tabernik and Associates
- Eden Youth and Family Center

1. PURPOSE AND INTENDED USE OF DATA SHARING. The purpose of this Agreement is to facilitate the creation and maintenance of individual-level data sets and a linked Master Data Set by Hayward Promise Neighborhoods and the sharing of subsidiary identifiable, de-identified, or restricted-use data sets for the use of approved Hayward Promise Neighborhoods staff, Partners, and the U.S. Department of Education for tracking individual and family participant characteristics, program participation, and outcomes. Participation in this Agreement on the part of Partners entails providing individual-level and individually identifiable data to the Hayward Promise Neighborhoods for linkage with similar data from other Partners as specified in Attachment B. These data will be used for the following purposes:

- a. For inclusion in the Hayward Promise Neighborhoods case management system (Salesforce), which is used by the Hayward Promise Neighborhoods and its Partners to coordinate, manage, track, and report on the services provided by Hayward Promise Neighborhoods to individuals and families. The District agrees to allow Hayward Promise Neighborhoods to disclose personally identifiable information received from the District to the entities listed in **Attachment A** to this Agreement provided that (i) appropriate consent or authorization has been obtained from the individual or the individual's parent or guardian (see **Attachment D**); and (ii) permissions for each partner follows the access level in **Attachment E**.
- b. For research and evaluation purposes to study and report on the impact of the Hayward Promise Neighborhoods on individuals and families.

- c. For reporting measures of participant characteristics, program participation, and outcomes to the U.S. Department of Education and its authorized contractors (hereinafter, “the Department”). Data reported to the Department will include (i) aggregated summary indicators of participant characteristics, program participation, and outcomes and (ii) de-identified, individual-level data and information on participant characteristics, program participation, and outcomes that will be used by the Department to create a restricted-use data file for use by authorized researchers to conduct studies on the federal Hayward Promise Neighborhoods program.
- d. **PERIOD OF AGREEMENT.** This Agreement shall be in effect beginning June 1, 2020 and will expires on December 31, 2023. This Agreement may be extended by mutual written agreement by authorized representatives of all Partners. If the federal Hayward Promise Neighborhoods initiative expires or is otherwise terminated before the specified expiration date of the Agreement, this Agreement shall automatically expire as of the date that the federal Hayward Promise Neighborhoods initiative expired or was terminated.

2. DESCRIPTION OF DATA.

- a. **Primary Data Set.** Data shared by the Partners under this Agreement shall be limited to the data elements as listed in **Attachment B** to this Agreement. The specific record and file formats of the Primary Data Set will be as negotiated between designated representatives of the Partners and the Hayward Promise Neighborhoods. The Partners agrees to make its best efforts to provide any updates to the Primary Data Set in a consistent, agreed-upon record and file format.
- b. **Protocols and Procedures Eligible for Linkage.** Protocols and procedures for the use management, and custodial responsibilities for Hayward Promise Neighborhoods and Partners when access data are detailed in **Attachment C**.
- c. **Adding to the Primary Data Set.** Subject to applicable law and regulation, and provided there is mutual agreement of the Partners, content of the Primary Data Set(s) may also include other records mutually agreed upon by the Partners to be necessary and appropriate for the proper execution of this Master Data-Sharing Agreement or any approved Data Use Agreement executed under this Master Data-Sharing Agreement.

3. TIMING AND FREQUENCY OF UPDATES. The Partners agree to provide the data as specified in **Attachment B** to this Agreement, with specific timing of updates to be negotiated between designated representatives of the Partners and the Hayward Promise Neighborhoods.

4. CUSTODIAL RESPONSIBILITY AND DATA STEWARDSHIP.

- a. The parties mutually agree that Hayward Promise Neighborhoods will be designated as Custodian of the raw and linked data sets, as listed in **Attachment B** and **Attachment C**, and will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use.
- b. Unless otherwise stated or modified in this Agreement, data will be managed, linked, and stored as specified in **Attachment C** to this Agreement. While Hayward Promise Neighborhoods will make its best efforts to facilitate the secure transmission of data from the District to the Partners, Hayward Promise Neighborhoods is not responsible for ensuring the internal or network security of the Partners or for any breaches of security occurring prior to the confirmed receipt of data by Hayward Promise Neighborhoods.
- c. Hayward Promise Neighborhoods is hereby informed and agrees that the Partners will release data under this Agreement only upon the condition that the Hayward Promise Neighborhoods will not disclose the information to any entity not listed in **Attachment A**, will not disclose the information in contradiction to any term or provision under this Agreement, and will not use the data for any purpose other than the purposes specified in this Agreement. Further, Hayward Promise Neighborhoods agrees to fully cooperate with the Partner(s) in the event that an adult individual or the parent or guardian of a child under 18 years old (i) requests the opportunity to review his/her personally identifiable information disclosed to Hayward Promise Neighborhoods by the District or (ii) wishes to revoke their consent to data sharing with the Hayward Promise Neighborhoods. Hayward Promise Neighborhoods also agrees to notify the District in the event it obtains from an adult or parent/guardian of a child under 18 years old (i) written consent for data sharing with Hayward Promise Neighborhoods (See **Attachment D**), (ii) a revocation of consent to share data with the Hayward Promise Neighborhoods, or (iii) a request to review personally identifiable information stored by Hayward Promise Neighborhoods.
- d. Partners agree not to release any data it receives from Hayward Promise Neighborhoods as a result of its participation in this Agreement to any third parties not specifically authorized to have access to such data under this Agreement.

5. ROLES AND RESPONSIBILITIES. Hayward Promise Neighborhoods agrees to provide appropriate staff support to execute its data stewardship, data management, custodial responsibilities, and analysis under this Agreement. In addition, all partners agree to provide appropriate staff support to create and transmit Primary Data Sets as specified in **Attachment C** to this Agreement to Hayward Promise Neighborhoods.

- a. The following Hayward Promise Neighborhoods staff member(s) are assigned to roles

related to the proper management, processing, and distribution of the data, as described in **Attachment A** to this Agreement, under this Agreement.

Role	Name, Title, Organization	Contact Information
Hayward Promise Neighborhoods Data Evaluation and Alignment Lead/Data Steward	Lionel Mateo Hayward Promise Neighborhoods Data Evaluation and Alignment Lead, California State University East Bay	Email: lionel.mateorivas@csueastbay.edu Phone: (510) 885-2290

- b. Principal Investigator(s) or Lead Data Analyst(s) conducting research and evaluation for Hayward Promise Neighborhoods are listed in **Attachment A** to this Agreement. Their role in relation to covered data is described in **Attachment C**, Section 1, to this Agreement. In addition, Principal Investigator(s) or Lead Data Analyst(s) may involve one or more student research assistants, working under the close supervision of the Principal Investigator(s) or Lead Data Analyst(s), to assist in a support role with data entry, clean up and analysis under this Agreement.
- c. The following person(s) will serve as the Salesforce database administrators for the Hayward Promise Neighborhoods for matters relating to the transfer and management of the data:

Hayward Promise Neighborhoods/CSUEB Lead Agency Contact
Lionel Mateo – Data Evaluation and Alignment Lead CSU East Bay 25800 Carlos Bee Boulevard Hayward, CA 94542 Email: lionel.mateorivas@csueastbay.edu Phone: (510) 885-2290

- d. The following person(s) will serve as primary contact(s) at the Hayward Promise Neighborhoods for matters relating to the administration of this Master Data-Sharing Agreement

Hayward Promise Neighborhoods/CSUEB Lead Agency Contact
Melinda Hall – Executive Director CSU East Bay 25800 Carlos Bee Boulevard Hayward, CA 94542 Email: melinda.hall@csueastbay.edu Phone: (510) 885-3994

6. PERMISSIBLE DATA USE, LINKING AND SHARING UNDER THIS AGREEMENT. All data shared as part of this Agreement remain the property of the supplying Partner. Each of the parties to

this Agreement represents and warrants further that data covered under this Agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as specified herein, or as required by applicable law or regulation. Access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purposes stated in this Agreement and to those individuals on a need-to-know basis only. Notwithstanding these exceptions, Hayward Promise Neighborhoods understands and agrees that it will not, under any circumstances, disclose personally identifiable information from the records it receives from Partners to any other party not subject to this Agreement without the prior written consent from the supplying Partner, and Hayward Promise Neighborhoods understands and agrees that it will not use the information for any purpose other than the purposes for which the disclosure was made. Hayward Promise Neighborhoods also agrees and understands that Partners shall receive written notice of any use or disclosure made with such consent from the supplying Partners.

- a. **Authorized Linkage and Data Transfers of Data-Contributing Organizations for Program and Site Management.** Access to limited identifiable individual-level data will be restricted to a tightly controlled data stream of “need to know” users at end service points and carefully selected organizational administrators, as specified in **Attachment A2** to this Agreement. Only records with a signed consent or authorization agreement will be transmitted for this purpose.
- b. **Authorized Linkage and Data Transfers of Data-Contributing Organizations for Research and Evaluation.** Uses of this data to the Hayward Promise Neighborhoods Principal Investigator(s)/Lead Data Analyst(s) for use in evaluating the overall and community impact of Hayward Promise Neighborhoods program components over time.
- c. **Additional Requirements in the Event of Termination.** In the event of the termination of the Master Data Sharing Agreement between the Hayward Promise Neighborhoods and the Partner(s), Hayward Promise Neighborhoods and Partner(s) shall (1) delete all Primary Data Sets containing individually identifying information obtained under this Agreement; and (2) certify in writing within five (5) business days that all copies of the data stored on local servers, backup servers, backup media, or other media have been permanently erased or destroyed.

7. RESOURCES AND COSTS OF DATA SHARING AND DATA MANAGEMENT. Costs for staff time and technology maintenance to execute this Agreement will be provided for in separate contracting agreements.

8. NO WARRANTY FOR DATA OR LINKAGE QUALITY. Both the accuracy of record linkage and the utility of administrative data for research and analytical purposes are dependent on the quality and consistency of the source data. Although Hayward Promise Neighborhoods will use reasonable efforts to promote accurate record linkage and the creation of appropriate data sets for analysis, no warranty is made as to the achievement of any particular match rate nor as to

the ultimate accuracy or utility of any data contributed under this Agreement.


9. INDEMNIFICATION. The parties agree that statutory and common law theories and principles of liability, indemnification, contribution, and equitable restitution shall govern all claims, costs, actions, causes of action, losses, or expenses (including attorney fees) resulting from or caused by the actions or omission of the parties hereto. Furthermore, if any party becomes aware of a claim involving the other within the relationship, the party with knowledge of the claim shall inform the other party in writing within ten (10) days of receiving knowledge of the claim, demand, or other loss.

10. PUBLICATION AND DISSEMINATION OF RESULTS. Prior to public dissemination, Hayward Promise Neighborhoods shall provide Partners copies of written reports, analysis, or visuals produced or derived in whole or in part from Partners data. Copies shall be submitted to the Partner's primary contact for the administration of this Agreement as specified in Section 6 to this Agreement.

11. TERMINATION AND MODIFICATION OF THIS AGREEMENT. The Hayward Promise Neighborhoods and the Partners may amend this Agreement by mutual consent, in writing, at any time. This Agreement may be terminated by any individual partner with thirty (30) days by written notice. Upon termination of this Agreement, the Hayward Promise Neighborhoods lead agency will dispose of the Hayward Promise Neighborhoods Partner's data as specified in **Attachment C** to this Agreement unless otherwise specified in an attachment to this Agreement.

12. SIGNATURES. By the signatures of their duly authorized representatives below, the Hayward Promise Neighborhoods and the Partner(s) agree to all of the provisions of this Master Data-Sharing Agreement and execute this Agreement effective with this signing. By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

California State University East Bay


[Le oy Morishita \(Oct 1, 2020 22:14 PDT\)](#)

Leroy Morishita, President

Oct 1, 2020

Date

Hayward Unified School District

Matt Wayne, Superintendent

Date

Hayward Promise Neighborhoods


[Carolyn Nelson \(Oct 1, 2020 13:52 PDT\)](#)

Carolyn Nelson, Principal Investigator

Oct 1, 2020

Date

Chabot College

Susan Sperling, President

Date

Eden Area Regional Occupation Program

Linda Granger, Superintendent

Date

La Familia Counseling Services


Aaron Ortiz (Oct 3, 2020 15:50 PDT)

Aaron Ortiz, Chief Executive Officer

Oct 3, 2020

Date

Tiburcio Vasquez Health Center Department

Andrea Schwab-Galindo, Chief Executive Officer

Date

Hatchuel Tabernik and Associates

Tim Tabernik
Tim Tabernik (Oct 5, 2020 08:06 PDT)

Tim Tabernik, President

Oct 5, 2020

Date

City of Hayward

Kelly McAdoo, City Manager

Date

Community Child Care Council of Alameda County (4C's)

Renee Herzfeld, Executive Director

Date

Alameda County Public Health

Anna Gruver, MPCAHA Coordinator and Unit Administrator

Date

Eden Youth and Family Center

Karen Halfon, Executive Director

Date

Attachment A1: Role-Based Data Access Controls

The matrix below identifies and describes covered organizations by role, access, and functions in the Hayward Promise Neighborhoods.

Organization	Role	Access Level	Functions
Hayward Promise Neighborhoods Management: California State University East Bay, Lead Agency	Database Manager/Data Steward	Full records, including personally identifiable information (PII), view, edit and system administration	<ul style="list-style-type: none"> • Data access • Data security • Management of student records from all sources
Eigen X, LLC	Software Provider and Vendor	Full records, including personally identifiable information (PII), view, edit and system administration	<ul style="list-style-type: none"> • Case management system implementation and maintenance as directed by HPNs
School District: Hayward Unified School District	Program Director	Full records, including personally identifiable information (PII). View for all GPRA Outcomes. Edit for their programs only.	<ul style="list-style-type: none"> • Implementation of school programs
	Database Manager (e.g. Salesforce Administrator)	Full student records, including PII, some restrictions on program, health and survey data, view and edit	<ul style="list-style-type: none"> • Management of student records
Data Lead Analysts: Hatchuel Tabernik and Associates	Data Support and Evaluation	Full records, including personally identifiable information (PII), view and edit	<ul style="list-style-type: none"> • Data Support, Analysis and Reporting
Partners who are Educational Service Providers: <ul style="list-style-type: none"> • California State University East Bay • Chabot College • Eden Area Regional Occupation Program 	<ul style="list-style-type: none"> • Program Administrators • Program Staff / Case Managers 	Full records, including personally identifiable information (PII). View for all GPRA Outcomes. Edit for their programs only.	<ul style="list-style-type: none"> • Program implementation • Program management • Case Management • Reporting
	• Data Entry Clerks	View full records, including personally identifiable information (PII). Create new Program Sessions and Case records.	<ul style="list-style-type: none"> • Data Entry

Partners who are Non-Educational Service Providers <ul style="list-style-type: none"> ● City of Hayward ● Tiburcio Vasquez Health Center ● La Familia Counseling Service ● 4Cs of Alameda County ● Alameda County Public Health Department ● Eden Youth and Family Center 	<ul style="list-style-type: none"> ● Program Administrators ● Program Staff / Case Managers 	Full records, including personally identifiable information (PII). View for all GPRA Outcomes. Edit for their programs only.	<ul style="list-style-type: none"> ● Program implementation ● Program management ● Case Management ● Reporting
	Data Entry Clerks	View full records, including personally identifiable information (PII). Create new Program Sessions and Case records.	<ul style="list-style-type: none"> ● Data Entry
Public Reporting		Aggregated summary data only	<ul style="list-style-type: none"> ● Public information

Attachment A2: Salesforce Roles and Permissions

Consented? = True means shared with ALL programs/profiles

Consented? = False means shared with only the profile who created the record

Note: HUSD will only be providing Consented students to HPN system. The clarification above is for non-HUSD programs.

Role	Contact / Household (Edit in this column indicates that HUSD-provided contact fields can be modified in HPN system, but will not update HUSD system automatically)	HUSD Attendance (Provided MOU edits)	HUSD Assessment	Case Records (Partners will be able to see/edit their own case records; this column depicts OTHER partner case record access)	Program Sessions (Partners will be able to see/edit their own session records; this column depicts OTHER partner session access)
Salesforce Consultant (temporary)	Edit	Edit	Edit	Edit	Edit
CSUEB IT (temporary)	Edit	View	View	View	View
CSUEB PM (temporary)	Edit	View	View	Edit	Edit
HUSD	Edit	Edit	Edit	View	View
CSUEB* (Lio)	Edit	Edit	Edit	Edit	Edit
Data (Chandreve)	View	View	View	View	View
4Cs - Program Lead	View	View	None	View	View
4Cs - Data Entry	View	None	None	None	None
Chabot - Program Lead	View	View	None	View	View
Chabot - Data Entry	View	None	None	None	None
CSUEB - FFF	View	None	None	None	None
CSUEB - Student Success (4)	View	View	None	View	View
CSUEB - Promise Interns	View	None	None	None	None
CSUEB - CLI	View	None	None	None	None
City of Hayward (2)	View	View	None	View	View
Eden Youth & Family (5)	View	View	None	View	View
Eden ROP (3)	View	View	None	View	View
TVHC - Promotoras	View	None	None	View	View
Community Counselling Clinic	View	None	None	View	View
Alameda County Public Health	View	None	None	View	View
La Familia	View	View	None	View	View

Attachment B: Primary Data Set Specifications

These matrixes show the raw and linked data sets and individua level data elements to be shared with the Hayward Promise Neighborhoods under this Master Data Sharing Agreement.

Partner Data (excluding School District Data)

Demographic Data	Frequency of Update	Schedule of Update	Providing Partner
Student ID	At program enrollment		Chabot College, CSU East Bay
First Name	At program enrollment		
Last Name	At program enrollment		
Address	At program enrollment		
Date of Birth	At program enrollment		
Ethnicity	At program enrollment		
Gender	At program enrollment		
High School Diploma (Y/N)	At program enrollment		
Social Security Number	When transfer application submitted		Chabot College to provide exclusively to CSU East Bay
Program Attendance Data			
Number of days enrolled	Ongoing or end of program cycle		
Number of days absent	Ongoing or end of program cycle		
Number of days present	Ongoing or end of program cycle		
Average Daily Attendance Rate	Ongoing or end of program cycle		
GPRA/Outcome Data			
Outcome data for all ten GPRAs as defined by the US Education Department	Yearly or more often if included in end or program surveys		

Program specific outcome data (this includes satisfaction, and skill/learning, surveys)	Yearly or more often if included in end or program surveys		
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School District Data

Demographic Data	Frequency of Update	Schedule of Update
Student ID	Yearly	
First Name	Yearly	
Last Name	Yearly	
Address	Yearly	
Date of Birth	Yearly	
Ethnicity	Yearly	
Gender	Yearly	
English Learner Status	Yearly	
Special Education Status	Yearly	
High School Diploma (Y/N)	Yearly	
Parent/Guardian First Name		
Parent/Guardian Last Name		
Parent/Guardian Phone		
Parent/Guardian Email		
Parent/Guardian Mailing address		
School Day Enrollment Data		
School Name	Yearly	
Grade level	Yearly	
School Day Attendance Data		
Number of days enrolled	Quarterly	
Number of days absent	Quarterly	
Number of days present	Quarterly	
Average Daily Attendance Rate	Quarterly	
Preschool		
Developmental Desired Results Profile (DRDP)	Yearly	
Kindergarten Assessment		
Kindergarten Observation Form (KOF)	Yearly	
Standardized Test Data – California Assessment of Student Performance and Progress		
CAASPP ELA Grades 3-8, 11th	Yearly	

CAASPP Math Grades 3-8,	Yearly	
CAASPP CAST Science Grades 5, 8, 11th	Yearly	
ELPAC (for EL students) K-12	Yearly	
Course/Grade Information		
Semester GPA (including Fall/Spring designation)	Semester/Yearly	
Year	Semester/Yearly	
Term	Semester/Yearly	

Attachment C: Standard Protocols and Procedures for the Use, Management, and Custodial Responsibilities for Identifiable and Linked Primary Data Sets and Other Data Sources Eligible for Linkage

This document describes the protocols and procedures for the use, management, and custodial responsibilities for Hayward Promise Neighborhoods and Partners when accessing data meeting one or more of the following criteria:

- Data are in the form of individual records containing personally identifying information;
- Data are *HIPAA* or *FERPA* protected;
- Data are shared by one or more Partner with the understanding and intent that records from the contributed data sets will be linked with records from other Partners; or
- Data were provided under the terms of a Master Data-Sharing Agreement between Hayward Promise Neighborhoods and Partner and/or through obtaining consent or authorization from individuals to disclose their data.

This document will act as a core component to all agreements entered into between Hayward Promise Neighborhoods and any Partner, in which data meeting any of the above criteria are shared and will define how individual-level data will be secured and managed.

POLICY AND PROCEDURES FOR DATA SHARING

1. Terms and Definitions.

1.1. User. Includes any person with access to covered data. Teachers and site coordinators are considered users.

1.2. Public Information is information that can be freely given to anyone.

1.3. Sensitive Information is all other information that is confidential, private, personal, or otherwise sensitive in nature. Sensitive Information includes the following:

1.3.1. Personally Identifiable Information includes an individual's name; address; date of birth; student ID number assigned by a school district, local education agency, or state education agency or partner organization.

1.3.2. Legislatively Protected Data are data subject to some government law, regulation, or oversight. This includes, but not limited to, data as defined under

- The *Family Educational Rights and Privacy Act (FERPA)*—student education records
- The *Health Insurance Portability and Accountability Act (HIPAA)*—individually identifiable health information

1.4. Other Sensitive Data are data where unauthorized disclosure could lead to a business, financial, or reputational loss. Examples include all intellectual property, research results, or information protected by a confidentiality agreement.

2. User Roles and Functions in Relation to Covered Data. For any Master Data-Sharing Agreement subject to the provisions of this Attachment, each party of such Agreement will assign (where applicable) an appropriate and qualified staff member for any of the following roles. Each party shall inform each other in writing of the staff member(s) assigned to each role as well as to any changes in staffing for these roles. Parties agree that roles specified below may be performed by one or more staff.

2.1. Data Steward. The Data Steward has supervisory authority across and is ultimately responsible for all tasks related to the management of data under this Agreement and ensures compliance with all applicable agreements and regulatory requirements. The Data Steward reports any compliance issue or breach to the Hayward Promise Neighborhoods Executive Director and Principle Investigator.

2.2. Database Administrator/Data Evaluation and Alignment Lead. The Database Administrator/Data Evaluation and Alignment Lead will be primarily responsible for (1) creating and maintaining appropriate data structures for secure warehousing of Primary Data Sets; (2) facilitating secure transmission of Primary Data Sets between Hayward Promise Neighborhoods and Partners; (3) executing appropriate algorithms to standardize identifying data fields, de-identify Primary Data Sets, and create unique linking IDs; (4) developing and executing appropriate data queries from Primary Data Sets to create linked, de-identified, and/or limited data sets; (5) monitoring and maintaining the server equipment and its security and overseeing regular data backups; (6) performing deletion or destruction of covered Primary Data Sets upon termination of the Agreement; and (7) deleting or permanently encrypting and archiving individually identifying data elements within an active Primary Data Set once it is determined that these elements are no longer needed in “clear text” (unencrypted) format to facilitate accurate record linkage. The Database Administrator/Data Evaluation and Alignment Lead reports any compliance issue or breach to the Data Steward.

2.3. Software Provider and Vendors.

California State University East Bay will be the owner of the Hayward Promise Neighborhoods Salesforce instance and therefore will work with both internal staff (e.g., CSU East Bay ITS Department) and external staff (e.g., Eigen X, Salesforce Technical Support) in the operation of the instance, including facilitating data integrations and/or coordinating data access privileges with the aforementioned data stewards: this includes scenarios such as first tier support for accessing Salesforce, technical issues with the interface, facilitation of enhancements, and general security configurations for the platform.

3. Data Set Creation and Delivery

3.1. All creation, use, and/or transmittal of linked, de-identified, and/or limited data sets created is subject to the specific terms of this Agreement. Under no circumstances will any data sets subject to the terms of this document be released to any entity (including use by Partners) unless (a) the proposed use of the data set is explicitly authorized, either as part of the Master Data-Sharing Agreements executed by Hayward Promise Neighborhoods and the Partner or by the execution of an approved Data Use Agreement covering the proposed Program and Site Management uses of the limited data set by all Hayward Promise Neighborhoods Partners whose data are included in the data set requested; and (b) Hayward Promise Neighborhoods Implementation Team approval is obtained for the proposed Program and Site Management uses of the limited data set.

3.2. The Hayward Promise Neighborhoods has chosen Salesforce as our database software provider. All data stored in Salesforce is uploaded using Salesforces' web-enabled password-protected site. Partners will transmit raw and linked data and individual level data elements (described in **Attachment B**) in electronic form via secure file transfer protocol procedure through Salesforce platform.

3.3. The Hayward Promise Neighborhoods has chosen EigenX as our Salesforce technical assistance provider. EigenX is a third-party service provider and is not considered a Partner under this agreement. EigenX will help develop and maintain Salesforce architecture but will not be the owner and is not authorize to share, store, or analyze data stored in Salesforce.

4. Confidentiality and Data Security Safeguards

4.1. The Hayward Promise Neighborhoods and the Hayward Promise Neighborhoods Partners agree to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or physical or electronic access to it, and to report violations of this Agreement. Appropriate administrative, technical, and physical safeguards include, but are not limited to: employee IT security awareness, background checks, unique login and passwords, automatic log-off workstations, workstation security, etc.

4.1.1. Users must not save Sensitive Information on personal computers that are not approved for storage of such information.

Users shall put in place reasonable safeguards and security procedures for its environment, including, but not limited to, using password protected spreadsheets, using password-protected computers, prohibiting password sharing among users, prohibiting unauthorized data downloads and distribution of data; requesting that users do not leave computer unattended and/or set a timeout to lock an unattended computer, installing antivirus software with current updates and a supported operating system with current patches and updates.

The Hayward Promise Neighborhoods and the Hayward Promise Neighborhoods Partner shall provide periodic training for staff on internal security policies and procedures, and on applicable state and federal legal requirements for protecting the privacy of individuals.

5. Compliance

5.1. Compliance to this Agreement includes, but is not limited to

5.1.1. Integrity Audits. To ensure compliance of this Agreement and the protection of Sensitive Data, the Hayward Promise Neighborhoods Data Evaluation and Alignment Lead shall have the right to make, via designated staff, unannounced visits to the Hayward Promise Neighborhoods and the Hayward Promise Neighborhoods Partner for purposes of inspecting computer equipment and reviewing the security arrangements that the Program Administrator is maintaining with respect to Sensitive Information. The Hayward Promise Neighborhoods and the Hayward Promise Neighborhoods Partner Program Administrators will fully and promptly cooperate with the Hayward Promise Neighborhoods Data Evaluation and Alignment Lead and will assist them in completing those inspections. The Data Evaluation and Alignment Lead must coordinate access with the Data Steward. Neither this provision nor any other provision of any agreement permits or provides a right to access or disclose information protected or otherwise prohibited from access or disclosure under applicable law or regulation.

5.2. The Hayward Promise Neighborhoods or the Hayward Promise Neighborhoods Partner may temporarily suspend, block, or restrict access to Sensitive Information when it reasonably appears necessary to do so to protect the integrity, security, or functionality of Sensitive Data or to protect the organization from liability.

5.3. Statutory Breaches. If at any time a Hayward Promise Neighborhoods or Hayward Promise Neighborhoods Partner staff member determines that there has been a breach of the security protocols or violation of this Agreement (including, but not limited to any unauthorized release, access use, or modifications of covered data), the staff shall promptly take such reasonable steps as are necessary to prevent any future similar breaches and promptly notify the Data Steward and/or the Program/Contract Administrator and/or the Hayward Promise Neighborhoods Data Evaluation and Alignment Lead of the breach. The Hayward Promise Neighborhoods Data Evaluation and Alignment Lead and Program Administrator will identify the steps taken to prevent any future similar breaches and report to the Hayward Promise Neighborhoods Data Steward within 24 hours of their discovery.

5.4. Reported Violations. The Hayward Promise Neighborhoods Data Evaluation and Alignment Lead and Data Steward will issue a report identifying any privacy and security breach on covered data by a staff member of the Hayward Promise Neighborhoods or the Hayward Promise Neighborhoods Partner. The Hayward Promise Neighborhoods or the Hayward Promise Neighborhoods Partner will have three (3) business days to comply and put in place corrective measures to prevent any future similar breaches. Failure to comply within this time frame will

result in temporary or permanent termination of access to covered data and possibly termination of this Agreement.

Disposition of Data at Termination of Agreement. In the event of the termination of the Master Data-Sharing Agreement or otherwise specified in the Master Data Sharing Agreement, the Hayward Promise Neighborhoods and the Hayward Promise Neighborhoods Partner shall (1) delete all Primary Data Sets containing individually identifying information obtained under this Agreement; and (2) certify in writing within five (5) business days that all copies of the data stored on local servers, backup servers, backup media, or other media have been permanently erased or destroyed.

Attachment D: Consent Agreement for Data Disclosure and Sharing

By signing this agreement, you give your consent to disclose and share personally identifiable information of the persons listed on page 2 of this form, with authorized partners in Hayward Promise Neighborhoods (HPNs).

The programs and services of HPNs are designed to guide your children and families from cradle-to college-to-career and to provide strong systems of family and community support.

The purpose of sharing your personally identifiable information among the authorized partners of HPNs is to ensure that services are well coordinated and aligned, and to conduct ongoing evaluation of the impact and of the impact and improvement of our programs.

The personally identifiable information to be disclosed and shared with the partners of HPNs listed below may include, but is not limited to:

- Name, address, and date of birth, English learner status
- Program participation data (such as services received, attendance dates)
- Program results and assessments (such as tests results)
- School grades, performance reports, transcripts, classroom performance and attendance

HPNs will make every effort to protect your personal information from unauthorized use or disclosure. Personal information will not be published in a manner that will lead to the identification of any individual (e.g. reports to funders, U.S. Department of Education, etc.). Your information will only be used for service provision and program evaluation purposes and no identifiable information will be disclosed to third parties not covered by this consent agreement without your prior written consent.

Hayward Promise Neighborhoods' Authorized Partners

California State University East Bay	Eden Area Regional Occupation Program
Hayward Unified School District	Eden Youth and Family Center
Chabot College	Hatchuel Tabernik & Associates
City of Hayward	La Familia Counseling Service
Community Child Care Council of Alameda County	Tiburcio Vasquez Health Center
Alameda County Public Health Department	EigenX, LLC (<i>for case-management system maintenance only</i>)

Furthermore, I consent that the following entities may obtain the information described above *stripped of any and all direct identifiers (name and contact information deleted)*:

U.S. Department of Education and its authorized contractor(s).

No health care provider, including without limitation Tiburcio Vasquez Health Center, will share any protected health information with authorized partners of HPNs based on this consent agreement .

This agreement constitutes the granting of consent for disclosure of protected education information under the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA) to entities and authorized partners of HPNs.

This consent agreement releases all Hayward Promise Neighborhoods and authorized partners and their respective officers, agents, Board of Supervisors, and employees from any and all liability connected with the use or disclosure of your personally identifiable information.

For additional information please view our website www.haywardpromise.org and/or contact:
Carolyn Nelson, HPNs Principal Investigator, 510-885-3942 carolyn.nelson@csueastbay.edu
Melinda Hall, HPNs Executive Director, 510-885-3994 melinda.hall@csueastbay.edu

A. PARENT/GUARDIAN CONSENTING FOR CHILD/CHILDREN UNDER 18 YEARS OLD

I, _____

Parent/Guardian – Print Last Name, First Name

Parent/Guardian of:

_____ Date of Birth _____/_____/_____
Print Child's Last Name, First Name mm dd yyyy

_____ Date of Birth _____/_____/_____
Print Child's Last Name, First Name mm dd yyyy

_____ Date of Birth _____/_____/_____
Print Child's Last Name, First Name mm dd yyyy

_____ Date of Birth _____/_____/_____
Print Child's Last Name, First Name mm dd yyyy

consent to the release of my child's personally identifiable information, subject to the terms of this Consent Agreement. By signing this Consent Agreement, I agree that I have read and understand the information given on page 1 and consent to all of the statements. I understand that this agreement is voluntary and is not a condition for receiving services from Hayward Promise Neighborhoods (HPNs). This Consent Agreement is valid for the duration of the Hayward Promise Neighborhoods (HPNs) initiative. I maintain the right to discontinue this permission at any time by contacting 510-885-2290 or emailing hpndata@list.csueastbay.edu and including the word "consent" in the subject line.

Signature

Date

B. PARENT/GUARDIAN AND ADULTS 18 YEARS OR OLDER

_____ Date of Birth _____/_____/_____
Print Last Name, First Name mm dd yyyy

I consent to the release of my personally identifiable information, subject to the terms of this Consent Agreement. By signing this Consent Agreement, I agree that I have read and understand the information given on page 1 and consent to all of the statements. I understand that this agreement is voluntary and is not a condition for receiving services from Hayward Promise Neighborhoods (HPNs). This Consent Agreement is valid for the duration of the Hayward Promise Neighborhoods (HPNs) initiative. I maintain the right to discontinue this permission at any time by contacting 510-885-2290 or emailing hpndata@list.csueastbay.edu and including the word "consent" in the subject line.

Signature

Date

Email

Phone

C. DECLINE CONSENT TO SHARE PERSONALLY IDENTIFIABLE INFORMATION:

I, _____
Print *Last Name, First Name*

decline consent to share personally identifiable information. I understand that declining consent to share information is voluntary and is not a condition for receiving services from Hayward Promise Neighborhoods (HPNs).

Signature

Date

Email

Phone

For Hayward Promise Neighborhoods Use Only

Partner collecting this Consent Agreement:

Date consent recorded in Hayward Promise Neighborhoods' data system on (date):

Hayward Promise Neighborhoods case management ID number:






Master Data Sharing Agreement_FINAL_10012020

Final Audit Report

2020-10-01

Created:	2020-10-01
By:	Lio Mateo Rivas (lionel.mateorivas@csueastbay.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdGqnual12V2PNXY4Mq9_MiDkppfSqNU3

"Master Data Sharing Agreement_FINAL_10012020" History

-  Document created by Lio Mateo Rivas (lionel.mateorivas@csueastbay.edu)
2020-10-01 - 8:13:33 PM GMT- IP address: 158.51.80.103
-  Document emailed to Carolyn Nelson (carolyn.nelson@csueastbay.edu) for signature
2020-10-01 - 8:14:03 PM GMT
-  Email viewed by Carolyn Nelson (carolyn.nelson@csueastbay.edu)
2020-10-01 - 8:19:46 PM GMT- IP address: 66.102.7.111
-  Document e-signed by Carolyn Nelson (carolyn.nelson@csueastbay.edu)
Signature Date: 2020-10-01 - 8:52:43 PM GMT - Time Source: server- IP address: 162.238.24.19
-  Agreement completed.
2020-10-01 - 8:52:43 PM GMT

Signature:

Email: lio.mateorivas@csueastbay.edu