



# EdenAreaROP

## GOVERNING BOARD MEETING AGENDA

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2971 • [www.edenrop.org](http://www.edenrop.org)

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**Thursday, October 1, 2020**  
**4:00 pm**

### GOVERNING BOARD MEMBERS

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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

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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, October 1, 2020

Time: 4:00 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/83389743595?pwd=ZlJGdHZmd2hXYjlxZFBlc3B6cGI1dz09> to at the noticed meeting time.  
Meeting ID: **833 8974 3595**  
Password: **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 8974 3595**, then press "#". Password: **7120407**

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. 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 September 3, 2020 (pages 4-7)
- B. Request the Governing Board to approve the Bill Warrants (pages 8-12)
- C. Request the Governing Board to approve the Personnel Action Items (pages 13-14)
- D. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 15-16)
- E. Request the Governing Board to approve the Agreement with the Fresno County Office of Education for Direct Support Professional Training for the 2020-2021 School Year (pages 17-27)
- F. Request the Governing Board to approve the Agreements with the JPA Member Districts for CTE Programs for the 2020-2021 School Year (pages 28-44)
- G. Request the Governing Board to approve the MOU with the Associated Builders and Contractors of Northern California (ABC NorCal) for the 2020-2021 School Year (pages 45-47)

- H. Request the Governing Board to approve the MOU with the Northern California Elevator Industry Joint Apprenticeship and Training Committee for Apprenticeship Training for the 2020-2021 School Year (pages 48-50)

**VIII. Information Items**

- A. ROP Pathway Review-Education (pages 51-52)
- B. ROP Pathway Reviews-Information Support & Services and Networking (pages 53-55)
- C. Back to School Night (page 56)
- D. Principals' Breakfast (page 57)

**IX. Student of the Month**

- A. Presentation of ROP Student of the Month Awards (page 58)

**X. Action Items**

- A. Request the Governing Board to approve the Agreement with Omar Assim for IT Support Services for the 2020-2021 School Year (pages 59-65)
- B. Request the Governing Board to approve the Agreement with Evan Goldberg for Consulting Services for the 2021 Calendar Year (pages 66-71)
- C. Request the Governing Board to approve the Adoption of Resolution 5 20/21: The Eden Area ROP 50th Anniversary (pages 72-74)

**XI. Superintendent's Report**

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

- A. ROP Governing Board

**XIII. Adjournment**

# CONSENT CALENDAR

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## Minutes of the Regular Meeting of the ROP Governing Board September 3, 2020

### I. Call to Order

Mrs. Jo A.S. Loss, President, called the meeting to order at 5:45 p.m. on Thursday, September 3, 2020. Due to COVID-19 all members and attendees attended the meeting virtually via Zoom.

### II. Roll Call

Gabriela Juarez, Executive Assistant, called roll.

#### Eden Area ROP Governing Board Present:

Jo A.S. Loss, President	Castro Valley USD	
Dr. Robert Carlson, Vice-President	Hayward USD	arrived at 5:59 pm
Peter Oshinski, Member	San Leandro USD	
Juan Campos, Member	San Lorenzo USD	

Superintendent: Linda Granger, present

#### ROP Administrators in Attendance:

Bernie Phelan	Director of Educational Services
Mercedes Henderson	Human Resources Administrator
Lauren Kelly	Pathway Coordinator
Anthony Oum	Fiscal Services Administrator
Ariel Owen	Fiscal Services Administrator

#### ROP Staff in Attendance:

Gabriela Juarez	Executive Assistant
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### III. Pledge of Allegiance

Lauren Kelly led the Pledge of Allegiance.

### IV. Mission Statement

Bernie Phelan read the Eden Area ROP mission statement.

### V. Approval of Agenda

Trustee Peter Oshinski moved to approve the agenda and 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. Public Comment for Items Not on the Agenda that are Related to the Eden Area ROP

None

## **VII. Consent Calendar**

Trustee Peter Oshinski moved to approve the consent calendar items as follows.

- A. Approve the Minutes of the Regular Governing Board Meeting of August 6, 2020
- B. Approve the Bill Warrants

Trustee Juan Campos seconded the motion.

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

## **VIII. Information Items**

### **A. The Eden Area ROP 50 Year Anniversary**

Linda Granger, Superintendent, announced that the Eden Area ROP is celebrating its 50th year anniversary. The Eden Area ROP first opened in the 1970s at Marina High School in San Leandro, moved to the Redwood High School site in Castro Valley in 1988 and finally in 1992 moved to the current location in Hayward. She shared that as an organization when making decisions about which programs we offer we respond to what's happening in the current workforce. The longstanding programs that date back to the opening of the Eden Area ROP are Careers in Education, Dental Assisting, Automotive, Construction and Medical Assisting. The demand for these courses continues to be strong. Some course demand has come and gone such as Computer Business Technology, Optometry Assistant, Drafting, Offset Printing and Floral. The Eden Area ROP continues its commitment to provide courses that meet labor market needs.

She reported that the services we provide also adapt to what is happening in the current landscape. One longstanding service that we have provided is the coordination of advisory committees for CTE programs. In the 1990s we started aligning our CTE programs with community college programs to be able to articulate the programs giving students option to earn high school and college credit at the same time. In the 2000s when the UC system switched from a-f to a-g, there was a recognition that CTE courses prepare students for the university system, and they started accepting approvals of CTE programs. She also shared that as there was a transition from a direct funding model from the State to funding by our partner districts, the Eden Area ROP has increased its services in providing grant writing and management of CTE programs. In the recent years, the Eden Area ROP has become the intermediary for work based learning for our students.

Superintendent Granger concluded her report by sharing that not only does Eden Area ROP have staff that have been employed for over 30 years, we also have 7 employees that are former students. Over the 50 years the Eden Area ROP has proudly served over 200,000 students and the economic benefit of this service is priceless.

The Board president, Jo A.S. Loss suggested to the Governing Board to bring forward a resolution to each respective Board to recognize the 50 year anniversary of the Eden Area ROP and all board members thought it was a great idea and agreed to do so.

### **B. Opening of School for the 2020-2021 School Year**

Bernie Phelan, Director of Educational Services, reported on the opening of school. He shared that as we started a new school year, we also implemented new student

information system, Orbund. Orbund allows for improved communication with students and parents and has improved attendance tracking.

Mr. Phelan shared that the 2020-2021 center enrollment was 749 students. He compared the 3 previous school years enrollment numbers which were 746, 691 and 752 students, respectively. He highlighted that even though we are in a virtual learning environment that the enrollment has remained consistent and students still show interest in our programs. He also noted that 162 students were second year students.

Currently, there is an 80% attendance rate and staff are working to personally call every student and their family to provide support and increase attendance.

The learning management system implemented is Microsoft Teams, which is an industry standard. Staff have also been given professional development opportunities over the summer to assist them with lesson plans and tutorials.

### **C. Eden Area ROP Service Awards**

Linda Granger, Superintendent, highlighted the employees that were recognized and honored for their commitment and service to the Eden Area ROP. She shared that annually service awards are presented to staff for their years of experience and dedication to the organization. Staff was recognized at the August 11, 2020 virtual staff development day. Service awards were given to Laura Jagroop (5 years), Abel Jimenez (5 years), Alysa Machado (5 years), Abraham Mendoza (5 years), Terri Penn (5 years), Daniel Pareja (10 years), Stacy Dixon (15 years), Gabriela Juarez (15 years), Craig Lang (15 years), Marlene McDowell (15 years) and Kathy O'Brien (30 years).

## **IX. Action Items**

### **A. Request the Governing Board to approve the 2019-2020 Unaudited Actual Income and Expenditure Report**

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the 2019-2020 unaudited actual income and expenditure report.

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

### **B. Request the Governing Board to approve the CalPERS Delegation of Authority to Request Disbursements Form**

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Peter Oshinski, the Governing Board approved the CalPERS delegation of authority to request disbursement form.

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



**C. Request the Governing Board to approve the Agreements with IT Management Corporation for Technology Reconfiguration to Implement Campus-wide Wi-Fi 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 agreements with IT Management Corporation for technology reconfiguration to implement campus-wide Wi-Fi for the 2020-2021 school year.

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

**X. Superintendent's Report**

Linda Granger recognized that this was the last meeting for Ariel Owen, Fiscal Services Administrator, as she is retiring at the end of the month. Superintendent Granger thanked Mrs. Owen for her service at the Eden Area ROP.

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

**A. Governing Board Reports**

None.

**XII. Adjournment**

It has been requested that the Governing Board meeting be adjourned in the memory of the Eden Area ROP's extended family that has passed since March 2020.

Maria & Everardo Aguiar, grandparents of Annette Senter  
John Vieira, father of Sabrina Ubhoff  
Amy Garrison, mother of Dale Garrison  
Alba Carias, Eden Area ROP Entrepreneurship student at Tennyson High School  
and all the other staff members who lost someone they love.

The meeting was adjourned at 6:33 p.m.

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

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



**DATE:** October 1, 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**

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The bill warrants submitted for approval are for the period of August 12, 2020 through September 2, 2020 and include test warrant numbers and voided warrants.

## **CONSENT CALENDAR**

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**DATE:** October 1, 2020  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to approve the Personnel Action Items

## **CURRENT SITUATION**

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

## **CONSENT CALENDAR**

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**DATE:** October 1, 2020  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions

## **BACKGROUND**

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Education Code 35186 (d) requires the following:

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

## **CURRENT SITUATION**

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Attached is a report for the complaints and resolutions through October 1, 2020 as specified by Education Code 35186 (d).

## **CONSENT CALENDAR**

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## QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS

[Education Code 35186 (d)]

Report through: October 1, 2020

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

Quarterly Report Submission (check one) →  
Date: October 1, 2020

- ☐ January  
☐ April  
☐ July  
☒ October

Date for information to be reported publicly at the Governing Board meeting: October 1, 2020

Please check the box that applies:

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

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

Publicly reported at the Governing Board meeting on: October 1, 2020

\_\_\_\_\_  
Linda Granger, Superintendent



**DATE:** October 1, 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 Agreement with the Fresno County Office of Education for Direct Support Professional Training for the 2020-2021 School Year

## **BACKGROUND**

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Since 1998, the Department of Developmental Services (DDS) has partnered with the California Department of Education to implement the Direct Support Professional Training (DSPT) program through 35 participating Regional Occupational Centers and Programs (ROCPs). The DSPT provides 70 hours of comprehensive skill development over a two-year period, testing Direct Support Professionals' (DSP) mastery of the curriculum and requiring them to demonstrate proficiency in specific skill sets in order to become certified.

## **CURRENT SITUATION**

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The state has consolidated the administration of the DSPT program to 4 ROPs as regions throughout the state. The ROP serving our area for the purposes of this program is the Fresno County ROP. Fresno County Office of Education (FCOE) would like to continue contracting with the Eden Area ROP to provide services within our area.

## **CONSENT CALENDAR**

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**AGENCY OBLIGATIONS.** Agency's obligations under this Agreement (collectively "**Services**") include those required of Agency in the General Terms and Conditions, any shared obligations stated below, and the following:

1. *What Services will Agency provide:* Agency shall adhere to the rules and regulations stipulated in the Direct Support Professional Training (DSPT) Procedure Manual issued by the California Department of Education (CDE), Department of Developmental Services (DDS) to implement an effective DSPT program in the East Bay Regional Center Catchment area. Agency shall:

1. Provide FCSS with a 2020-21 DSPT Training and Challenge Test schedule to meet the needs of Community Care Facility DSPs within the East Bay Regional Center Catchment area at least six (6) weeks prior to the start of session. Testing and training schedules shall include the name of the trainer/proctor, date, time, location, and room capacity of each session;
2. Provide certified DSPT trainers and proctors in accordance with State DSPT certification standards and requirements;
3. Provide the necessary and appropriate facilities to conduct DSPT Trainings and Challenge Tests as indicated in the submitted 2020-21 DSPT Training and Challenge Test schedules;
4. Conduct DSPT Trainings and Challenge Tests according to the scheduled testing and training sessions, utilizing only DDS approved testing and training materials;
5. Participate in DSPT State mandated trainings;
6. Participate in regional DSPT advisory meetings;
7. Provide DSPT program training materials (bubble packs, med containers, timers, clipboards, paper towels, etc.).

2. *When will Agency provide the Services (mark one and complete as indicated):*

- ☐ *Date Determined* – Agency will perform the Services on (*state specific date(s)*): The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.
- ☒ *Date to be Determined* – The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, which date(s) shall be within the Contract Term.

3. *Where will Agency provide the Services (state full address):* 26316 Hesperian Blvd., Hayward, CA 94545  
The Parties' staff may mutually change the location if there is no change in the Contract Amount.

4. *Full name of Agency staff who must perform the Services (leave blank if none designated):*



FCSS OBLIGATIONS. FCSS' obligations under this Agreement (collectively "**Services**") include those required of FCSS in the General Terms and Conditions, any shared obligations stated below, and the following:

1. *What Services will FCSS provide:* FCSS shall adhere to the rules and regulations stipulated in the Direct Support Professional Training (DSPT) Procedure Manual issued by the California Department of Education (CDE), Department of Developmental Services (DDS) to administer an effective DSPT program in the East Bay Regional Center Catchment area. FCSS shall:

1. Facilitate regional DSPT advisory meetings;
2. Conduct annual evaluations of the DSPT program according to the methods developed by DDS and described in the DSPT Procedure Manual;
3. Assure that eDSPT (online registration and certification system) has current information on trainers, training and testing schedules, and training locations;
4. Participate in periodic evaluations of the DSPT program as directed by DDS.

2. *When will FCSS provide the Services (mark one and complete as indicated):*

☐ *Date Determined* – FCSS will perform the Services on (*state specific date(s)*): The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.

☒ *Date to be Determined* – The Parties' staff will coordinate and schedule the particular date(s) on which FCSS shall perform the Services, which date(s) shall be within the Contract Term.

3. *Where will FCSS provide the Services (state full address):* 1318 E. Shaw Avenue, Suite 420, Fresno, CA 93710 The Parties' staff may mutually change the location if there is no change in the Contract Amount.

4. *Full name of FCSS staff who must perform the Services (leave blank if none designated):*

SHARED OBLIGATIONS. The Parties shall each be responsible for the following obligations (*leave blank if none*):

RECITALS/OTHER TERMS AND CONDITIONS (*leave blank if none*):

**CONTRACT AMOUNT AND PAYMENT SCHEDULE** (mark each that applies and complete as indicated):

- ☐ NO PAYMENT. No monetary payment shall be made by or to either Party under this Agreement.
- ☐ PAYMENT TO FCSS. Agency (also refer to as **"Payor"**) shall pay FCSS (also refer to as **"Payee"**) pursuant to the following and the Pay Schedule stated below (mark one and complete as indicated):
- ☐ 1. *Fixed Installment:* \$\_\_\_\_\_ per month/quarter/year, the sum of all payments shall equal the **"Contract Amount"** of \$\_\_\_\_\_. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
  - ☐ 2. *Rate/Not-To-Exceed Contract Amount:* Services that FCSS performs in accordance with this Agreement, to be billed at \$\_\_\_\_\_ per hour in 15 minute increments OR pursuant to the rates set forth in Exhibit 1 and the sum of which shall not exceed the **"Contract Amount"** of \$\_\_\_\_\_. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
  - ☐ 3. *Entire Contract Amount/Completion Of All Services:* Entire **"Contract Amount"** of \$\_\_\_\_\_. FCSS shall submit the invoice to Agency within 30 days of the date on which FCSS completed all Services in accordance with this Agreement.
  - ☐ 4. *Other/Specified Amount, Paid Periodically:* The **"Contract Amount"** of \$\_\_\_\_\_. FCSS shall submit each invoice to Agency within 30 days of the date on which FCSS has completed, in accordance with this Agreement, the Services for which FCSS requests payment.
- ☒ PAYMENT TO AGENCY. FCSS (also refer to as **"Payor"**) shall pay Agency (also refer to as **"Payee"**) pursuant to the following and the Payment Schedule stated below (mark one and complete as indicated):
- ☐ 1. *Fixed Installment:* \$\_\_\_\_\_ per month/quarter/year, the sum of all payments shall equal the **"Contract Amount"** of \$\_\_\_\_\_. Agency shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
  - ☒ 2. *Rate/Not-To-Exceed Contract Amount:* Services that Agency performs in accordance with this Agreement, to be billed at \$50 per DSPT Challenge Test and \$200 per student completing DSPT Training and the sum of which shall not exceed the **"Contract Amount"** of \$130,000.00. Agency shall submit each invoice to FCSS by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
  - ☐ 3. *Entire Contract Amount/Completion Of All Services:* Entire **"Contract Amount"** of \$\_\_\_\_\_. Agency shall submit the invoice to FCSS within 30 days of the date on which Agency completed all Services in accordance with this Agreement.
  - ☐ 4. *Other/Specified Amount, Paid Periodically:* The **"Contract Amount"** of \$\_\_\_\_\_. Agency shall submit each invoice to FCSS within 30 days of the date on which Agency has completed, in accordance with this Agreement, the Services for which Agency requests payment.
- ☐ OTHER (leave blank if none):

**Invoice and "Payment Schedule":** Each invoice shall comply with Section 2.2 and must be received and approved by Payor before Payee may receive any payment under this Agreement. If 1, 2, or 4 is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, the Services required of Payee for the period for which Payee requests payment. If 3 is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, all Services required of Payee.

REQUIRED DOCUMENTS. Each document that is marked as required (“**Required Document**”) shall be provided in accordance with the following:

- ☒ 1. *Payment Document*. At Payor's request, Payee shall provide a Taxpayer Identification Number Request (W-9) and other documents that Payor may require to process payment to Payee. (See § 1.4.1).
- ☒ 2. *Proof of Insurance*. Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability. (See Art. 4.)
- ☐ 3. *Fingerprinting Certification From Agency*. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Fingerprinting and Criminal Background Check Certification (“**Fingerprinting Certification**”) before Agency commences performance of this Agreement, which form must be obtained from FCSS.
- ☐ 4. *TB Certification From Agency*. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Tuberculosis Certification before Agency commences performance of this Agreement, which form must be obtained from FCSS.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a “**Party**” and collectively as the “**Parties**,” have reviewed and understand, and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY

FCSS

By: \_\_\_\_\_  
Print Name: [Craig Lang](#)  
Title: [Director of Adult Programs](#)  
[or Authorized Designee](#)

By: \_\_\_\_\_  
Jim A. Yovino, Superintendent  
or Authorized Designee

**NOTE – ELECTRONIC SIGNATURE:** While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

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## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 2	Payment
Article 3	Term and Termination of Agreement
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

### ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which the Parties shall cooperate and share responsibilities for performance of this Agreement, and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 PARTIES' OBLIGATIONS. Except as specifically stated otherwise on the Cover, each Party shall provide all labor, materials, supplies, equipment, and transportation necessary to perform its obligations under this Agreement. Further and unless stated otherwise on the Cover, each Party is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for it to perform its obligations under this Agreement; (B) the acts and omissions of its officers, employees, agents, and any other persons who it retains to perform any portion of this Agreement; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of its officers, employees, agents and any other persons who it retains to perform any portion of this Agreement and to any officers, employees, agents, students, or invitees of the other Party or any Third Party (see definition in Article 5).

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored (collectively "**Work**"), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all rights and interests thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the portion of the other Party's Work necessary for the Party to perform this Agreement; and (C) upon termination of this Agreement and a Party's request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

### SECTION 1.4 RECORDS AND INFORMATION.

1.4.1 REQUIRED DOCUMENTS. A Party shall provide to the other Party the Required Documents that are required from the Party as marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Party providing the Required Document shall promptly notify in writing and/or submit to the other Party the corrected, updated, or effective Required Document.

1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately "**Confidential Material**") are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to a Party's performance of this Agreement; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized

viewing, duplication, and use; (D) acknowledge that any Confidential Material related to students shall be the property of and under the control of the Party whose student it relates to, notwithstanding any use authorized under this Agreement or its status as Work; and (E) not retain any Confidential Material related to a student of the other Party upon the expiration of this Agreement, which shall be accomplished by either the return of or the destruction of such Confidential Material. The provisions of this Subsection shall survive the termination of this Agreement.

- 1.4.2 **SCHOOL OFFICIAL DESIGNATION.** To the extent FCSS' provision of the Services under this Agreement will entail FCSS staff to view, handle, create, or receive Confidential Material consisting of student records of Agency's students ("**Pupil Records**") that are subject to the Family Educational Rights and Privacy Act ("**FERPA**"), FCSS acknowledges and agrees, for the purposes of this Agreement, that FCSS is hereby designated as a "school official" with "legitimate educational interests" in the Pupil Records, as those terms are defined under FERPA and its implementing regulations. FCSS agrees to abide by the FERPA limitations and requirements imposed by 34 CFR 99.33(a) on school officials, including that FCSS will not disclose Pupil Records to any other party without the prior written consent of each pupil's parent or eligible pupil.

## SECTION 1.5 COMPLIANCE WITH APPLICABLE LAW AND GRANT.

- 1.5.1 **GENERALLY.** Each Party shall comply with all laws and regulations (collectively "**Law**") applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as "**Applicable Law**" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.
- 1.5.2 **FEDERAL GRANT FUNDS.** The provisions of this Subsection applies if this Agreement is paid, in part or in whole, with federal grant funds. Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Each Party represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Agreement. Each Party shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Each Party shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387); and (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Upon a Party's request, whether during or after the Contract Term, the other Party shall cooperate with and provide the requesting Party with documents and information relating to this Agreement that are necessary for the requesting Party to comply with applicable federal laws, regulations, and requirements. The provisions of this Subsection shall survive the termination of this Agreement.

## ARTICLE 2 PAYMENT.

**SECTION 2.1 CONTRACT AMOUNT.** Compensation, if any is required under this Agreement, shall be as stated on the Cover. Payor shall pay Payee, if any payment is due to Payee, in accordance with the Payment Schedule stated on the Cover.

**SECTION 2.2 INVOICE AND ADDITIONAL INFORMATION.** Payee shall submit an itemized invoice and supporting documentation to Payor before Payee may receive any payment, if any is due to Payee under this Agreement. Upon receiving an invoice and if Payor objects to it and/or requires additional information, Payor shall notify Payee and Payee shall provide such information to Payor within 10 days after Payee receives Payor's notice. If Payee fails or refuses to provide the additional information, Payor shall have the right to withhold payment of any or all of the Contract Amount until such time that Payor receives such information from Payee.

## ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto (“**Contract Term**”) and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

### SECTION 3.2 TERMINATION DURING CONTRACT TERM.

- 3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section 3.2, a Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party’s material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover.
- 3.2.2 TERMINATION ON OTHER GROUNDS. Despite any contrary provisions in this Agreement, FCSS may terminate this Agreement effective on the date stated in FCSS’ written notice of termination to Agency pursuant to any of the following: (A) Agency is required to but fails to provide to FCSS and/or comply with the Fingerprinting Certification; (B) Agency is required to but fails to provide to FCSS and/or comply with the TB Certification; (C) FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement; (D) a government or issuing agency revokes, suspends, places on probation, or non-renews any License that Agency must hold to perform this Agreement; (E) Agency assigns, transfers, or subcontracts any or all of Agency’s obligations and/or rights under this Agreement in breach of Section 7.3; (F) Agency fails to maintain and provide written proof of insurance as required by Article 4; (G) Agency is required to provide particular staff as named on the Cover to perform this Agreement but such staff is not able, not willing, or not available to perform this Agreement; (H) Agency’s legal rights to exist or conduct business in California has been revoked or terminated by the California Secretary of State, another agency, or a court; or (I) Agency’s legal rights to exist or conduct business in California has been suspended or rendered inactive by the California Secretary of State, another agency, or a court and such suspension lasts more than 30 consecutive days.
- 3.2.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement and, if as stated on the Cover, compensation is due to Payee under this Agreement: (A) Payor shall pay Payee only for Services that Payee is required to perform, and has performed in accordance with, this Agreement before the effective date of termination; (B) Payee shall submit an invoice within 30 days of the effective date of termination; (C) Section 2.2 shall apply to Payee’s invoice and Payor’s payment under this Subsection; and (D) upon Payor’s payment, if any has been invoiced by Payee and is due to Payee, Payor is not obligated to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party’s reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively “**Force Majeure**”), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Payor’s payment to Payee of any portion of the Contract Amount that is due from Payor to Payee where Payee has performed in accordance with this Agreement the Services for which payment is requested and submitted an invoice and supporting information in accordance with Section 2.2. Payee shall not be entitled to any payment for Services that Payee did not perform during the period in which the Force Majeure occurred.

## ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) commercial general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) workers compensation with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and employer's liability insurance of not less than \$1,000,000; and (C) commercial automobile liability covering, at a minimum, non-owned and hired autos and, if there are any autos owned by the Party, then also covering owned autos, with a combined single limit of not less than \$1,000,000 per accident.

## ARTICLE 5 INDEMNITY.

Except as stated on the Cover in which case such provisions shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an employee, agent, or volunteer of FCSS or a member, officer, or agent of the Fresno County Board of Education; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision, each a "**Determination**," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

## ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Payor shall pay Payee the portion of the Contract Amount that is undisputed and due to Payee; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to Payee, Payor shall pay such amount to Payee within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Payor shall pay Payee in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

## ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure

section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

**SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION.** If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

**SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER.** Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. A Party and its officers, employees, agents, and any other person performing services for or on behalf of the Party shall not have any right or claim against the other Party for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.

**SECTION 7.4 NOTICES.** Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, ***if to FCSS, a copy of any notice and demand by email to: FCSS Legal Services at legalservices@fcoe.org.*** A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

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**DATE:** October 1, 2020  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreements with the JPA Member Districts for CTE Programs for the 2020-2021 School Year

## **BACKGROUND**

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Each year the Eden Area ROP enters into agreements for its District Contracted Programs (DCP) with the four members of the JPA. Since ROPs are no longer funded on an ADA model, the district superintendents agreed it would be beneficial for the ROP to provide some level of support to all CTE teachers. In alignment with this decision, the DCP agreements have been revised and renamed CTE Programs Agreements.

## **CURRENT SITUATION**

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Attached are copies of the CTE Programs Agreements (formerly DCP) for each member district from July 1, 2020 through June 30, 2021. These annual agreements cover Career/Occupational Training programs prepared and offered by the Eden Area ROP and delivered by the instructional staff of the district. Also, included in the agreements are the allocations to each district for the funds from the CTE Incentive Grant Program and the Strong Workforce Program Grants.

## **CONSENT CALENDAR**

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## **EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

26316 Hesperian Boulevard  
Hayward, CA 94545

**2020-2021**

### **CTE PROGRAM AGREEMENT**

**CTE Program Agreement between Castro Valley Unified School District and Eden Area Regional Occupational Program (ROP) from July 1, 2020 to June 30, 2021.**

#### **I. General**

1. This agreement is entered into by Eden Area Regional Occupational Program (ROP) and Castro Valley Unified School District (District) to cover Career/Occupational Training programs prepared and offered by the ROP and delivered by the instructional staff of the District.
2. The title of this program is historically known as the District Contracted Program.
3. Modification to the course offerings will be agreed upon by both the ROP and the District annually.

#### **II. Course Offerings**

1. ROP programs offered at the high schools by the District must meet all the requirements that apply to any ROP class. Program offerings will consist of State approved ROP programs.

#### **III. Instruction – District Responsibilities**

1. The District shall designate instructors from its staffing assignment prior to the beginning of the school year.
2. The District is responsible for instructor compensation.
3. Instructors must possess a valid CTE or Designated Subjects Credential. The ROP will assist district instructors with this process.
4. All CTE instructors must attend the fall and spring advisory committee meetings.

#### **IV. Instruction – ROP Responsibilities**

1. The ROP will provide support for all CTE teachers in the district that includes:
  - a) Coordination of the fall and spring advisory committee

- meetings as required of all CTE teachers.
- b) Providing professional development opportunities in alignment with the 11 elements of a high quality CTE program.
  - c) Providing certificates of completion/mastery for qualifying students in the programs.
2. The ROP shall provide leadership and coordination services to ensure quality career technical standards are met.
  3. The ROP will monitor programs in cooperation with the district to ensure mandated compliance.
  4. The ROP will act as the liaison with the career technical unit of the State Department of Education.
  5. The ROP will provide data control services for registration, attendance, grades, transcripts, and other student records.
  6. The ROP will assist in course development services to include labor market analysis, professional development, and curriculum development, with approvals from appropriate agencies as required.
  7. The ROP will provide compliance reporting with assistance from assigned ROP instructors for students who successfully complete any of the courses.

**V. Career Technicians/Career Counselor**

1. The ROP shall provide \$7,000 funding to assist in offsetting the cost of District Career Technicians/Counselor.
2. The District Career Technicians/Counselor shall provide advice and guidance to students on ROP courses and assist in placement to meet student needs.
3. Career Techs shall assist with all sophomore tours to the Hayward Center, as well as other activities that support the ROP program. The ROP staff will meet with site administration to establish guidelines.

**VI. Materials, Equipment and Facilities**

1. The District is responsible for providing equipment and instructional materials for each program.
2. The District shall dedicate appropriate resources to ensure that the program offering is in compliance with the state CTE requirements.

**VII. Data Sharing**

1. In accordance with the Board approved Data Sharing Agreement, the district contact person will provide the

necessary student information to the ROP.

2. Both the District and the ROP shall reflect student attendance and grades.
3. The District shall provide attendance and grade reporting to the ROP for **all** CTE programs so that the ROP can file appropriate reports with the state.

#### **VIII. Revenue**

1. District Contract Programs
  - a) In addition to providing support to all CTE teachers, Eden Area ROP will also allocate monies to the district in support of District Contracted Programs in alignment with the Joint Powers Authority Agreement.
  - b) Funds will be transferred monthly from Eden Area ROP to the District, with a final distribution in June. (ROP Fiscal Administrator is contact.)
2. For the 2020-2021 school year, the funding for Eden Area ROP District Contracted Programs is \$17,455 per section.

#### **IX. Grants:**

1. CTE Incentive Grant
  - a) Eden Area ROP will serve as the fiscal lead for the CTE Incentive Grant Program, funding allocation for CVUSD CTE programs is \$285,588.
  - b) Funds are required to be spent on CTE programs taught by teachers with a CTE credential.
  - c) Funds must be coded to the state assigned resource code of 6387 and the goal code 3800 or 6000.
  - d) Payments made to the district from the ROP will occur twice yearly, with the 50% of the allocation provided to the district once the funds have been received by the state (after the budget has been set up) and the remaining 50% by the last working day in January.
2. Strong Workforce Grant Program (SWP)
  - a) Eden Area ROP will serve as the fiscal lead for two Strong Workforce Program grants: Strategic Support for Special Populations and Design It, Build It grants.
  - b) Funds are expended over two years, check with the SWP program lead to determine amount budgeted for 20-21 fiscal year.
  - c) Spending for each grant needs to be tracked

separately, creating distinct option codes for each grant is recommended.

- d) Funds must be spent according to the work plan approved by the Cabrillo College and will be reimbursed according to the requirements set forth by the SWP.
- e) Funds must be coded to resource 6388 and goal code 3800 or 6000.
- f) District will be reimbursed quarterly for expenses related to the strong workforce program.

#### **X. Projections**

1. Eden Area ROP anticipates 14 sections. Revenue to be generated by the District is calculated at \$17,455 per section plus \$7,000 for career technician salaries for a total of \$251,370.

Item	Amount	Payment Cycle
Career technician/career counselor	\$7,000	ROP (monthly)
CTE sections	\$244,370	ROP (monthly)
CTEIG	\$285,588	CTEIG (2x per year)
SWP: Strategic Support for Special Populations (2 year expenditure timeline)	\$214,653	SWP (quarterly)
SWP: Design It, Build It (2 year expenditure timeline)	\$277,903	SWP (quarterly)
<b>Total</b>	<b>\$1,029,514</b>	

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**Linda Granger**  
Superintendent  
Eden Area ROP

**date**

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**Suzy Chan**  
Asst. Superintendent - Business Services  
Castro Valley Unified School District



## **EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

26316 Hesperian Boulevard  
Hayward, CA 94545

**2020-2021**

### **CTE PROGRAM AGREEMENT**

**CTE Program Agreement between Hayward Unified School District and Eden Area Regional Occupational Program (ROP) from July 1, 2020 to June 30, 2021.**

#### **I. General**

1. This agreement is entered into by Eden Area Regional Occupational Program (ROP) and Hayward Unified School District (District) to cover Career/Occupational Training programs prepared and offered by the ROP and delivered by the instructional staff of the District.
2. The title of this program is historically known as the District Contracted Program.
3. Modification to the course offerings will be agreed upon by both the ROP and the District annually.

#### **II. Course Offerings**

1. ROP programs offered at the high schools by the District must meet all the requirements that apply to any ROP class. Program offerings will consist of State approved ROP programs.

#### **III. Instruction – District Responsibilities**

1. The District shall designate instructors from its staffing assignment prior to the beginning of the school year.
2. The District is responsible for instructor compensation.
3. Instructors must possess a valid CTE or Designated Subjects Credential. The ROP will assist district instructors with this process.
4. All CTE instructors must attend the fall and spring advisory committee meetings.

#### **IV. Instruction – ROP Responsibilities**

1. The ROP will provide support for all CTE teachers in the district that includes:
  - a) Coordination of the fall and spring advisory committee

- meetings as required of all CTE teachers.
- b) Providing professional development opportunities in alignment with the 11 elements of a high quality CTE program.
  - c) Providing certificates of completion/mastery for qualifying students in the programs.
2. The ROP shall provide leadership and coordination services to ensure quality career technical standards are met.
  3. The ROP will monitor programs in cooperation with the district to ensure mandated compliance.
  4. The ROP will act as the liaison with the career technical unit of the State Department of Education.
  5. The ROP will provide data control services for registration, attendance, grades, transcripts, and other student records.
  6. The ROP will assist in course development services to include labor market analysis, professional development, and curriculum development, with approvals from appropriate agencies as required.
  7. The ROP will provide compliance reporting with assistance from assigned ROP instructors for students who successfully complete any of the courses.

#### **V. Career Technicians/Career Counselor**

1. The ROP shall provide \$7,000 funding to assist in offsetting the cost of District Career Technicians/Counselor.
2. The District Career Technicians/Counselor shall provide advice and guidance to students on ROP courses and assist in placement to meet student needs.
3. Career Techs shall assist with all sophomore tours to the Hayward Center, as well as other activities that support the ROP program. The ROP staff will meet with site administration to establish guidelines.

#### **VI. Materials, Equipment and Facilities**

1. The District is responsible for providing equipment and instructional materials for each program.
2. The District shall dedicate appropriate resources to ensure that the program offering is in compliance with the state CTE requirements.

#### **VII. Data Sharing**

1. In accordance with the Board approved Data Sharing Agreement, the district contact person will provide the

necessary student information to the ROP.

2. Both the District and the ROP shall reflect student attendance and grades.
3. The District shall provide attendance and grade reporting to the ROP for **all** CTE programs so that the ROP can file appropriate reports with the state.

#### **VIII. Revenue**

1. District Contract Programs
  - a) In addition to providing support to all CTE teachers, Eden Area ROP will also allocate monies to the district in support of District Contracted Programs in alignment with the Joint Powers Authority Agreement.
  - b) Funds will be transferred monthly from Eden Area ROP to the District, with a final distribution in June. (ROP Fiscal Administrator is contact.)
2. For the 2019-2020 school year, the funding for Eden Area ROP District Contracted Programs is \$17,455 per section.

#### **IX. Grants:**

1. CTE Incentive Grant
  - a) Eden Area ROP will serve as the fiscal lead for the CTE Incentive Grant Program, funding allocation for HUSD CTE programs is \$516,222.
  - b) Funds are required to be spent on CTE programs taught by teachers with a CTE credential.
  - c) Funds must be coded to the state assigned resource code of 6387 and the goal code 3800 or 6000.
  - d) Payments made to the district from the ROP will occur twice yearly, with the 50% of the allocation provided to the district by once the funds have been received by the state (after the budget has been set up) and the remaining 50% by the last working day in January.
2. Strong Workforce Grant Program (SWP)
  - a) Eden Area ROP will serve as the fiscal lead for one Strong Workforce Program grants: Strategic Support for Special Populations grant.
  - b) Funds are expended over two years, check with the SWP program lead to determine amount budgeted for 20-21 fiscal year.
  - c) Spending for the grant needs to be tracked separately from other SWP grants, creating distinct option codes for



each grant is recommended.

- d) Funds must be spent according to the work plan approved by the Cabrillo College and will be reimbursed according to the requirements set forth by the SWP.
- e) Funds must be coded to resource 6388 and goal code 3800 or 6000.
- f) District will be reimbursed quarterly for expenses related to the Strong Workforce Program.

## **X. Projections**

1. Eden Area ROP anticipates 30 sections. Revenue to be generated by the District is calculated at \$17,455 per section plus \$7,000 for career technician salaries for a total of \$544,650.

Item	Amount	Payment Cycle
Career technician/career counselor	\$21,000	ROP (monthly)
CTE sections	\$523,650	ROP (monthly)
CTEIG	\$516,222	CTEIG (2x per year)
SWP	\$693,712	SWP (quarterly)
<b>Total</b>	<b>\$1,754,584</b>	

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**Linda Granger**  
Superintendent  
Eden Area ROP

**date**

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**Allan Garde**  
Asst. Superintendent - Business Services  
Hayward Unified School District



## **EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

26316 Hesperian Boulevard  
Hayward, CA 94545

**2020-2021**

### **CTE PROGRAM AGREEMENT**

**CTE Program Agreement between San Leandro Unified School District and Eden Area Regional Occupational Program (ROP) from July 1, 2020 to June 30, 2021.**

#### **I. General**

1. This agreement is entered into by Eden Area Regional Occupational Program (ROP) and San Leandro Unified School District (District) to cover Career/Occupational Training programs prepared and offered by the ROP and delivered by the instructional staff of the District.
2. The title of this program is historically known as the District Contracted Program.
3. Modification to the course offerings will be agreed upon by both the ROP and the District annually.

#### **II. Course Offerings**

1. ROP programs offered at the high schools by the District must meet all the requirements that apply to any ROP class. Program offerings will consist of State approved ROP programs.

#### **III. Instruction – District Responsibilities**

1. The District shall designate instructors from its staffing assignment prior to the beginning of the school year.
2. The District is responsible for instructor compensation.
3. Instructors must possess a valid CTE or Designated Subjects Credential. The ROP will assist district instructors with this process.
4. All CTE instructors must attend the fall and spring advisory committee meetings.

#### **IV. Instruction – ROP Responsibilities**

1. The ROP will provide support for all CTE teachers in the district that includes:
  - a) Coordination of the fall and spring advisory committee

- meetings as required of all CTE teachers.
- b) Providing professional development opportunities in alignment with the 12 elements of a high quality CTE program.
  - c) Providing certificates of completion/mastery for qualifying students in the programs.
2. The ROP shall provide leadership and coordination services to ensure quality career technical standards are met.
  3. The ROP will monitor programs in cooperation with the district to ensure mandated compliance.
  4. The ROP will act as the liaison with the career technical unit of the State Department of Education.
  5. The ROP will provide data control services for registration, attendance, grades, transcripts, and other student records.
  6. The ROP will assist in course development services to include labor market analysis, professional development, and curriculum development, with approvals from appropriate agencies as required.
  7. The ROP will provide compliance reporting with assistance from assigned ROP instructors for students who successfully complete any of the courses.

#### **V. Career Technicians/Career Counselor**

1. The ROP shall provide \$7,000 funding to assist in offsetting the cost of District Career Technicians/Counselor.
2. The District Career Technicians/Counselor shall provide advice and guidance to students on ROP courses and assist in placement to meet student needs.
3. Career Techs shall assist with all sophomore tours to the Hayward Center, as well as other activities that support the ROP program. The ROP staff will meet with site administration to establish guidelines.

#### **VI. Materials, Equipment and Facilities**

1. The District is responsible for providing equipment and instructional materials for each program.
2. The District shall dedicate appropriate resources to ensure that the program offering is in compliance with the state CTE requirements.

#### **VII. Data Sharing**

1. In accordance with the Board approved Data Sharing Agreement, the district contact person will provide the

necessary student information to the ROP.

2. Both the District and the ROP shall reflect student attendance and grades.
3. The District shall provide attendance and grade reporting to the ROP for **all** CTE programs so that the ROP can file appropriate reports with the state.

#### **VIII. Revenue**

1. District Contract Programs
  - a) In addition to providing support to all CTE teachers, Eden Area ROP will also allocate monies to the district in support of District Contracted Programs in alignment with the Joint Powers Authority Agreement.
  - b) Funds will be transferred monthly from Eden Area ROP to the District, with a final distribution in June. (ROP Fiscal Administrator is contact.)
2. For the 2020-2021 school year, the funding for Eden Area ROP District Contracted Programs is \$17,455 per section.

#### **IX. Grants:**

1. CTE Incentive Grant
  - a) Eden Area ROP will serve as the fiscal lead for the CTE Incentive Grant Program, funding allocation for SLUSD CTE programs is \$266,332.
  - b) Funds are required to be spent on CTE programs taught by teachers with a CTE credential.
  - c) Funds must be coded to the state assigned resource code of 6387 and the goal code 3800 or 6000.
  - d) Payments made to the district from the ROP will occur twice yearly, with the 50% of the allocation provided to the district once the funds are received by the state (after the budget has been set up) and the remaining 50% by the last working day in January.
2. Strong Workforce Grant Program (SWP)
  - a) Eden Area ROP will serve as the fiscal lead for two Strong Workforce Program grants: Strategic Support for Special Populations and Design It, Build It grants.
  - b) Funds are expended over two years, check with the SWP program lead to determine amount budgeted for 20-21 fiscal year
  - c) Spending for each grant needs to be tracked separately, creating distinct option codes for each grant

is recommended

- d) Funds must be spent according to the work plan approved by the Cabrillo College and will be reimbursed according to the requirements set forth by the SWP.
- e) Funds must be coded to resource 6388 and goal code 3800 or 6000.
- f) District will be reimbursed quarterly for expenses related to the strong workforce program.

## **X. Projections**

1. Eden Area ROP anticipates 15 sections. Revenue to be generated by the District is calculated at \$17,455 per section plus \$7,000 for career technician salaries for a total of \$268,825.

Item	Amount	Payment Cycle
Career technician/career counselor	\$7,000	ROP (monthly)
CTE sections	\$261,825	ROP (monthly)
CTEIG	\$266,332	CTEIG (2x per year)
SWP: Strategic Support for Special Populations (2 year expenditure timeline)	\$200,239	SWP (quarterly)
SWP: Design It, Build It (2 year expenditure timeline)	\$289,231	SWP (quarterly)
<b>Total</b>	<b>\$1,024,627</b>	

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**Linda Granger**  
Superintendent  
**Eden Area ROP**

**date**

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**Kevin Collins**  
Asst. Superintendent - Business Services  
**San Leandro Unified School District**



## **EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

26316 Hesperian Boulevard  
Hayward, CA 94545

**2020-2021**

### **CTE PROGRAM AGREEMENT**

**CTE Program Agreement between San Lorenzo Unified School District and Eden Area Regional Occupational Program (ROP) from July 1, 2020 to June 30, 2021.**

#### **I. General**

1. This agreement is entered into by Eden Area Regional Occupational Program (ROP) and San Lorenzo Unified School District (District) to cover Career/Occupational Training programs prepared and offered by the ROP and delivered by the instructional staff of the District.
2. The title of this program is historically known as the District Contracted Program.
3. Modification to the course offerings will be agreed upon by both the ROP and the District annually.

#### **II. Course Offerings**

1. ROP programs offered at the high schools by the District must meet all the requirements that apply to any ROP class. Program offerings will consist of State approved ROP programs.

#### **III. Instruction – District Responsibilities**

1. The District shall designate instructors from its staffing assignment prior to the beginning of the school year.
2. The District is responsible for instructor compensation.
3. Instructors must possess a valid CTE or Designated Subjects Credential. The ROP will assist district instructors with this process.
4. All CTE instructors must attend the fall and spring advisory committee meetings.

#### **IV. Instruction – ROP Responsibilities**

1. The ROP will provide support for all CTE teachers in the district that includes:
  - a) Coordination of the fall and spring advisory committee

- meetings as required of all CTE teachers.
- b) Providing professional development opportunities in alignment with the 11 elements of a high quality CTE program.
  - c) Providing certificates of completion/mastery for qualifying students in the programs.
2. The ROP shall provide leadership and coordination services to ensure quality career technical standards are met.
  3. The ROP will monitor programs in cooperation with the district to ensure mandated compliance.
  4. The ROP will act as the liaison with the career technical unit of the State Department of Education.
  5. The ROP will provide data control services for registration, attendance, grades, transcripts, and other student records.
  6. The ROP will assist in course development services to include labor market analysis, professional development, and curriculum development, with approvals from appropriate agencies as required.
  7. The ROP will provide compliance reporting with assistance from assigned ROP instructors for students who successfully complete any of the courses.

**V. Career Technicians/Career Counselor**

1. The ROP shall provide \$7,000 funding to assist in offsetting the cost of District Career Technicians/Counselor.
2. The District Career Technicians/Counselor shall provide advice and guidance to students on ROP courses and assist in placement to meet student needs.
3. Career Techs shall assist with all sophomore tours to the Hayward Center, as well as other activities that support the ROP program. The ROP staff will meet with site administration to establish guidelines.

**VI. Materials, Equipment and Facilities**

1. The District is responsible for providing equipment and instructional materials for each program.
2. The District shall dedicate appropriate resources to ensure that the program offering is in compliance with the state CTE requirements.

**VII. Data Sharing**

1. In accordance with the Board approved Data Sharing Agreement, the district contact person will provide the

necessary student information to the ROP.

2. Both the District and the ROP shall reflect student attendance and grades.
3. The District shall provide attendance and grade reporting to the ROP for **all** CTE programs so that the ROP can file appropriate reports with the state.

#### **VIII. Revenue**

1. District Contract Programs
  - a) In addition to providing support to all CTE teachers, Eden Area ROP will also allocate monies to the district in support of District Contracted Programs in alignment with the Joint Powers Authority Agreement.
  - b) Funds will be transferred monthly from Eden Area ROP to the District, with a final distribution in June. (ROP Fiscal Administrator is contact.)
2. For the 2020-2021 school year, the funding for Eden Area ROP District Contracted Programs is \$17,455 per section.

#### **IX. Grants:**

1. CTE Incentive Grant
  - a) Eden Area ROP will serve as the fiscal lead for the CTE Incentive Grant Program, funding allocation for SLZUSD CTE programs is \$317,139.
  - b) Funds are required to be spent on CTE programs taught by teachers with a CTE credential.
  - c) Funds must be coded to the state assigned resource code of 6387 and the goal code 3800 or 6000.
  - d) Payments made to the district from the ROP will occur twice yearly, with the 50% of the allocation provided to the district once funds are received by the state (after the budget has been set up) and the remaining 50% by the last working day in January.
2. Strong Workforce Grant Program (SWP)
  - a) Eden Area ROP will serve as the fiscal lead for two Strong Workforce Program grants: Strategic Support for Special Populations and Design It, Build It grants.
  - b) Funds are expended over two years, check with the SWP program lead to determine amount budgeted for 20-21 fiscal year
  - c) Spending for each grant needs to be tracked



separately, creating distinct option codes for each grant is recommended

- d) Funds must be spent according to the work plan approved by the Cabrillo College and will be reimbursed according to the requirements set forth by the SWP.
- e) Funds must be coded to resource 6388 and goal code 3800 or 6000.
- f) District will be reimbursed quarterly for expenses related to the strong workforce program.

## **X. Projections**

1. Eden Area ROP anticipates 18 sections. Revenue to be generated by the District is calculated at \$17,455 per section plus \$7,000 for career technician salaries for a total of \$328,190.

Item	Amount	Payment Cycle
Career technician/career counselor	\$14,000	ROP (monthly)
CTE sections	\$314,190	ROP (monthly)
CTEIG	\$317,139	CTEIG (2x per year)
SWP-SSSP	\$238,357	SWP (quarterly)
SWP-DIBI	\$239,231	SWP (quarterly)
<b>Total</b>	<b>\$1,122,917</b>	

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**Linda Granger**  
Superintendent  
**Eden Area ROP**

**date**

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**Madeline Gabel**  
Asst. Superintendent - Business Services  
**San Lorenzo Unified School District**



**DATE:** October 1, 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 Associated Builders and Contractors of Northern California (ABC NorCal) for the 2020-2021 School Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

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The Associated Builders and Contractors of Northern California (ABC NorCal) provides apprenticeship programs throughout the state in electrical, carpentry, plumbing, painting and skilled labor. Our partnership with ABC NorCal has generated benefits for our students by expanding their links to employers and labor representatives, updating curriculum to interface with these programs, and encouraging non-traditional career opportunities for women and minorities.

The MOU is a continuation of the agreement that has been approved in past years, in that the Eden Area ROP will continue to serve as the fiscal agent. This would require us to monitor the hours of service provided by the programs. In return, the Eden Area ROP retains a minimum of twenty (20) percent for administrative costs and pre-apprenticeship opportunities for our students.

## **CONSENT CALENDAR**

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26316 Hesperian Blvd.

Hayward, CA 94545

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

Superintendent: Linda Granger

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## **MEMORANDUM OF UNDERSTANDING**

Eden Area Regional Occupational Program (Eden Area ROP) agrees to become the Local educational Agency (LEA) for the Associated Builders and Contractors, Northern California Chapter (Apprenticeship Committee), from July 1, 2020 to June 30, 2021. Both parties will agree to the following:

1. Eden Area ROP will reimburse the Associated Builders and Contractors for apprenticeship expenses according to the current annual apportionment when the 2020-2021 allocation is distributed.
2. The Apprenticeship Committee understands that of the hours allocated, zero hours belong to the Apprenticeship Committee and are transferable. The remaining 50,000 hours are loaned to the Apprenticeship Committee and belong to Eden Area ROP and will return to the ROP at the end of the agreement period.
3. Any reimbursement of unused money from the above allocation will be made effective within forty-five (45) days of the following schedule:  
Forty-five (45) days after documentation is submitted and approved.
4. The Apprenticeship Committee understands that all reimbursement expenses must be preapproved and documented in hard copy.
5. The Apprenticeship Committee understands that any reimbursement can only be used on apprenticeship-related expenses.
6. The Eden Area ROP will reimburse only in accordance with the amount of hours actually generated. Any hours not generated up to the 50,000 hours will not be reimbursed.
7. The Apprenticeship Committee is responsible for any expenses accrued over the actual amount of student hours generated or the allocation stated above. The Apprenticeship committee will be responsible to reimburse Eden Area ROP for the amount of the shortfall.
8. Expenses incurred for this Apprenticeship Committee by Eden Area ROP during a reimbursement period will be deducted from the total reimbursement amount. Expenses are defined as, but not limited to: salaries, administrative assistants, mandatory benefits, instructional materials and other related costs.

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

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President/CEO

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Date

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Director of Adult Programs, Eden Area ROP

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Date



**DATE:** October 1, 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 Northern California Elevator Industry Joint Apprenticeship and Training Committee for Apprenticeship Training for the 2020-2021 School Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

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

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

## **CONSENT CALENDAR**

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26316 Hesperian Blvd.

Hayward, CA 94545

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

Superintendent: Linda Granger

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## **MEMORANDUM OF UNDERSTANDING**

Eden Area Regional Occupational Program (Eden Area ROP) agrees to become the Local educational Agency (LEA) for the Northern California Elevator Industry Joint Apprenticeship and Training Committee, from July 1, 2020 to June 30, 2021. Both parties will agree to the following:

1. Eden Area ROP will reimburse Northern California Elevator Industry JATC for apprenticeship expenses according to the current annual apportionment when the 2020- 2021 allocation is distributed.
2. The Apprenticeship Committee understands that of the hours allocated, zero hours belong to the Apprenticeship Committee and are transferable. The remaining 13,262 hours are loaned to the Apprenticeship Committee and belong to Eden Area ROP and will return to the ROP at the end of the agreement period.
3. Any reimbursement of unused money from the above allocation will be made effective within forty-five (45) days of the following schedule:  
Forty-five (45) days after documentation is submitted and approved.
4. The Apprenticeship Committee understands that all reimbursement expenses must be preapproved and documented in hard copy.
5. The Apprenticeship Committee understands that any reimbursement can only be used on apprenticeship-related expenses.
6. The Eden Area ROP will reimburse only in accordance with the amount of hours actually generated. Any hours not generated up to the 13,262 hours will not be reimbursed.
7. The Apprenticeship Committee is responsible for any expenses accrued over the actual amount of student hours generated or the allocation stated above. The Apprenticeship committee will be responsible to reimburse Eden Area ROP for the amount of the shortfall.
8. Expenses incurred for this Apprenticeship Committee by Eden Area ROP during a reimbursement period will be deducted from the total reimbursement amount. Expenses are defined as, but not limited to: salaries, administrative assistants, mandatory benefits, instructional materials and other related costs.

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

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Chairman, Northern California Elevator Industry JATC

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Date

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Director of Adult Education, Eden Area ROP

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Date

# INFORMATION ITEMS

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**DATE:** October 1, 2020  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Bernie Phelan, Director of Educational Services  
**SUBJECT:** ROP Pathway Review-Education

## **BACKGROUND**

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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**

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The Education pathway is under the Education, Child Development, and Family Services sector. The Education pathway is designed to prepare students for professional or learning support positions in education, prekindergarten through grade twelve. Students study human development; standards, regulations, and codes; positive guidance and counseling techniques; age-appropriate and grade-appropriate learning strategies; learning theories; and standards-based curriculum and instructional design. Students can apply and practice their knowledge and skills at a variety of elementary and secondary education sites. The attached pathway review is for the following program: Careers in Education (ROP Center). The statistics provided are derived from the 2019-2020 C101 follow-up study completed June 2020.

## **RECOMMENDATION**

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Information only

<b>SCHOOL DISTRICT:</b>		<b>EDEN AREA ROP</b>		<b>LOCATION:</b>		<b>Eden Area ROP</b>											
<b>PATHWAY:</b>		Education				<b>INSTRUCTORS:</b>											
		Erika Emery															
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											
Careers in Education IP / IIP		35		77		60											
<b>Comments:</b> <ul style="list-style-type: none"> <li>Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing.  <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO </li> <li>Retention rate (Active Enrollment divided by Year-to-date Enrollment):</li> </ul>																	
<b>Text Book:</b> Working with Young Children <b>Author:</b> Judy Herr, Ed. D. <b>Edition:</b> 9 <sup>th</sup>																	
<b>NO.</b>	<b>YES</b>	<b>NO</b>															
1.	X		<b>ENROLLMENT</b> – Course meets current or future labor market news. <table border="1"> <tr> <td><b>CLASS SCHEDULE:</b> AM/PM</td> <td><b>SECTIONS PER YEAR:</b></td> <td><b>MINS PER SECTION:</b></td> <td colspan="2"><b>EXPECTED MINIMUM STUDENTS PER SECTION:</b></td> </tr> <tr> <td>2 (Center)</td> <td>2</td> <td>3hrs Center</td> <td colspan="2">25+</td> </tr> </table>					<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>		2 (Center)	2	3hrs Center	25+	
<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>														
2 (Center)	2	3hrs Center	25+														
2.	X		<b>AVAILABILITY OF QUALIFIED INSTRUCTOR</b> – Qualified/ Credentialed Instructor teaching course.														
3.	X		<b>LEADERSHIP</b> – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.														
4.	X		<b>CURRICULUM and INSTRUCTION</b> – Students are provided with a strong experience in and understanding of all aspects of industry.														
5.	X		<b>SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT</b> – Course is designed as part of a sequence of courses, career pathways, etc.														
6.	X		<b>ADVISORY COMMITTEE</b> – 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		<b>LABOR MARKET NEEDS</b> – Course meets current or future labor market needs.														
8.	X		<b>WORK BASED LEARNING</b> – Course incorporates work based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)														
9.	X		<b>COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION</b> – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing )														
10.	X		<b>JOB PLACEMENT/FURTHER EDUCATION OPTIONS</b> – 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		<b>FACILITIES AND EQUIPMENT ACCOMMODATION</b> <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.														
<b>OTHER CONSIDERATIONS:</b>																	
<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 type="checkbox"/> Dual Enrollment				<input type="checkbox"/> Emerging Technologies -													
<b>COMPLIANCE CATEGORIES</b>																	
<input checked="" type="checkbox"/> <b>R – Retain Program:</b> Program meets all criteria.		<input type="checkbox"/> <b>W - Watch Program:</b> All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> <b>P - Probation:</b> Criteria is not being met. Program in danger of suspension.		<input type="checkbox"/> <b>R – Reduce Program:</b> Downsizing program.											
						<input type="checkbox"/> <b>S/T - Suspend/ Terminate program.</b>											

**DATE:** October 1, 2020  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Bernie Phelan, Director of Educational Services  
**SUBJECT:** ROP Pathway Review-Information Support & Services and Networking

## **BACKGROUND**

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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**

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The Information Support and Services pathway and the Networking pathway are both under the Information and Communication Technologies sector. Students in the Information Support and Services pathway prepare for careers that involve the implementation of computer services and software, support of multimedia products and services, provision of technical assistance, creation of technical documentation, and the administration and management of information and communication systems. Mastery of information and communication technologies is the foundation for all successful business organizations today. Persons with expertise in information and communication technologies support and services are in high demand for a variety of positions in business and industry. The attached Information, Support and Services pathway review is for the following program: Cybersecurity (ROP Center).

Students in the Networking pathway prepare for careers that involve network analysis, planning, and implementation, including the design, installation, maintenance, and management of network systems. The successful establishment, maintenance, and securing of information and communication technologies infrastructure is critical to the success of every twenty-first-century organization. Employment continues to grow for persons with expertise in networking. The attached Networking pathway review is for the following programs: Computer Programming (Hayward), Computer Programming and Design (Tennyson), Intro Comp/Web ICT (Castro Valley) and Intro Comp IT (Castro Valley). The statistics provided are derived from the 2019-2020 C101 follow-up study completed June 2020.

## **RECOMMENDATION**

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<b>SCHOOL DISTRICT:</b>	<b>EDEN AREA ROP</b>	<b>LOCATION:</b>	<b>Eden Area ROP</b>									
<b>PATHWAY:</b>	Information Support and Services		<b>INSTRUCTORS:</b>	<b>Kent Doan</b>								
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									
Cybersecurity IP/ IIP	21	22	18									
<b>Comments:</b> <ul style="list-style-type: none"> <li>Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing.  <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO </li> <li>Retention rate (Active Enrollment divided by Year-to-date Enrollment):</li> </ul>												
<b>Text Book:</b> Online	<b>Author:</b> N/A	<b>Edition:</b>										
<b>NO.</b>	<b>YES</b>	<b>NO</b>										
1.	X		<b>ENROLLMENT</b> – Course meets current or future labor market news. <table border="1"> <tr> <td><b>CLASS SCHEDULE:</b> AM/PM</td> <td><b>SECTIONS PER YEAR:</b></td> <td><b>MINS PER SECTION:</b></td> <td><b>EXPECTED MINIMUM STUDENTS PER SECTION:</b></td> </tr> <tr> <td>1 (Center)</td> <td>1</td> <td>3hrs Center</td> <td>25+</td> </tr> </table>		<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>	1 (Center)	1	3hrs Center	25+
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1 (Center)	1	3hrs Center	25+									
2.	X		<b>AVAILABILITY OF QUALIFIED INSTRUCTOR</b> – Qualified/ Credentialed Instructor teaching course.									
3.	X		<b>LEADERSHIP</b> – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.									
4.	X		<b>CURRICULUM and INSTRUCTION</b> – Students are provided with a strong experience in and understanding of all aspects of industry.									
5.	X		<b>SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT</b> – Course is designed as part of a sequence of courses, career pathways, etc.									
6.	X		<b>ADVISORY COMMITTEE</b> – 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		<b>LABOR MARKET NEEDS</b> – Course meets current or future labor market needs.									
8.	X		<b>WORK BASED LEARNING</b> – Course incorporates work based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)									
9.		X	<b>COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION</b> – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing )									
10.	X		<b>JOB PLACEMENT/FURTHER EDUCATION OPTIONS</b> – 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		<b>FACILITIES AND EQUIPMENT ACCOMMODATION</b> <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.									
<b>OTHER CONSIDERATIONS:</b>												
<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 type="checkbox"/> Dual Enrollment		<input type="checkbox"/> Emerging Technologies -										
<b>COMPLIANCE CATEGORIES</b>												
<input checked="" type="checkbox"/> <b>R – Retain Program:</b> Program meets all criteria.		<input type="checkbox"/> <b>W - Watch Program:</b> All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> <b>P - Probation:</b> Criteria is not being met. Program in danger of suspension.								
		<input type="checkbox"/> <b>R – Reduce Program:</b> Downsizing program.		<input type="checkbox"/> <b>S/T - Suspend/ Terminate program.</b>								

<b>SCHOOL DISTRICT:</b>	<b>EDEN AREA ROP</b>	<b>LOCATION:</b>	<b>Hayward HS, Castro Valley HS, Tennyson HS</b>												
<b>PATHWAY:</b>	Networking		<b>INSTRUCTORS:</b>	Stanley, Doan, Okolie											
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											
Intro Comp IT (CV) (Stanley)		70	128	49											
CISCO 2 Net Engineering (CV) (Stanley)		35	26	36											
CISCO 3 Net Engineering 2 (CV) (Stanley)		5	N/A	N/A											
Intro Comp/Web ICT (CV) (Stanley)		N/A	N/A	46											
Computer Programming (HAY) (Doan)		16	17	26											
Computer Programming & Design (TEN)(Okolie)		N/A	N/A	30											
<b>Comments:</b> <ul style="list-style-type: none"> <li>Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing.  <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO </li> <li>Retention rate (Active Enrollment divided by Year-to-date Enrollment):</li> </ul>															
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6.	X		<b>ADVISORY COMMITTEE</b> – 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.												
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**DATE:** October 1, 2020  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Bernie Phelan, Director of Educational Services  
**SUBJECT:** Back to School Night

## **BACKGROUND**

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The Eden Area ROP has held an annual back to school night for parents, family and friends to explore our programs at the Hayward Center campus. Teachers have students demonstrate and explain what they are learning in their program.

## **CURRENT SITUATION**

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Back to School Night was held virtually on September 22, 2020.

## **RECOMMENDATION**

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Information only



**DATE:** October 1, 2020  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Bernie Phelan, Director of Educational Services  
**SUBJECT:** Principals' Breakfast

## **BACKGROUND**

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It is the goal of the Eden Area ROP to continue to develop and implement Career Technical Education course offerings throughout the four districts we serve. We are working to build capacity through establishing strong pathways that encourage all students to enroll and stay enrolled in a rigorous course of study.

The Eden Area ROP staff work with students, parents, counselors, district and school site administrators in designing a course of study to meet career, academic and employability standards.

## **CURRENT SITUATION**

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In a continuing effort, school site and ROP administrators meet to discuss goals, challenges and strategies for student success. On September 24, 2020, principals from 13 high schools were invited to collaborate virtually around the current trends in CTE, enrollment and funding as well as the services the Eden Area ROP can provide for all school sites.

## **RECOMMENDATION**

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Information only

# **STUDENT OF THE MONTH**





**DATE:** October 1, 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**

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

## **CURRENT SITUATION**

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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 October:

<b>STUDENT NAME</b>	<b>HIGH SCHOOL</b>	<b>ROP PROGRAM</b>	<b>INSTRUCTOR</b>
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
Jacob Ruenz	Mt. Eden High School	Careers in Education II	Erika Emery

## **RECOMMENDATION**

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Information only

# ACTION ITEMS

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**DATE:** October 1, 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 Omar Assim for IT Support Services for the 2020-2021 School Year

## **BACKGROUND**

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Due to the recent separation of IT personnel, the Eden Area ROP needs IT support services to address the daily technological needs of the agency.

## **CURRENT SITUATION**

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The Eden Area ROP has identified Omar Assim as a contractor to provide IT support services for the purpose as stated above.

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the agreement with Omar Assim to provide IT support services for the 2020-2021 school year.

## **AGREEMENT FOR SERVICE**

**THIS AGREEMENT FOR SERVICE (this "Agreement")** for the 2020-2021 School Year.

### **BETWEEN**

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

### **OF THE FIRST PART**

### **-AND-**

Omar Assim  
(the "Service Provider")

### **OF THE SECOND PART**

#### **BACKGROUND:**

A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.

B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

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

#### **SERVICES PROVIDED:**

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of Information Technology related tasks, such as:

~Efficiently work with staff to make sure they are up and running for the possibility of a distance-learning teaching environment, as per COVID-19 laws. Establish a good relationship with all departments and colleagues~

A. Set up end-users with printers, scanners or other special external hardware as needed

B. Provide system administrator duties as assigned, such as granting certain users special permissions, setting up e-mails on the server, installing and troubleshooting Customer side applications, affixing and tracking of asset tags, etc.

C. Diagnose, repair, upgrade and maintain hardware and software components to ensure seamless running of company computer and networking systems, , performing tests on new hardware and software

D. Providing direct support to end-users as the first point of contact for “tickets” and error reporting

E. Installing and upgrading anti-virus software to ensure security at the user level

F. Work with purchasing to identify computer and network shortages, by obtaining quotes and place orders when necessary

G. Work with Customer to identify and create projects and have them completed by company deadlines

H. Work closely with faculty IT support and Abtech Technologies (outside contractor)

I. Other IT duties and projects as needed

## **TERM OF AGREEMENT**

2. The term of this Agreement will begin on August 25, 2020 and will remain in full force and effect until termination as provided by Customer, with the said term being capable of extension by mutual written agreement of the parties.

## **PERFORMANCE**

3. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **COMPENSATION**

4. Service Provider shall be paid \$60 per hour, per this contract with a Not to Exceed (NTE) amount of \$30,000. Invoice shall be submitted monthly, at the end of each month. Payment terms are Net 30 upon the receipt of the invoice.

## **REIMBURSEMENT OF EXPENSES**

5. The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

## **CONFIDENTIALITY**

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

## **NON-COMPETITION**

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

## **OWNERSHIP OF MATERIALS**

8. All materials developed, produced, or in the process of being so under this Agreement shall be the property of the Customer. The use of the mentioned materials by the Customer shall not be restricted in any manner.

9. The Service Provider may retain use of the said materials and shall not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

## **RETURN OF PROPERTY**

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

## **ASSIGNMENT**

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

## **CAPACITY/INDEPENDENT CONTRACTOR**

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

## **MODIFICATION OF AGREEMENT**

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

## **NOTICE**

14. All notices, requests, demands or other communications required or permitted by the terms of this Agreement shall be given in writing and delivered to the parties of this Agreement as follows:

Eden Area ROP

26316 Hesperian Blvd, Hayward, California, 94545

Fax Number: (510) 293-8325

Omar Assim

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

## **TIME OF THE ESSENCE**

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

## **ENTIRE AGREEMENT**

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

## **LIMITATION OF LIABILITY**

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

## **INDEMNIFICATION**

18. The Service Provider shall indemnify, defend and hold the Customer harmless from any and all claims, damages, losses, cause of action and demands, including reasonable attorney fees and costs, incurred in connection with or in any matter arising of Service Provider's performance of the work contemplated by this agreement. Service Provider further releases any and all claims against the Customer arising from any injury Service Provider suffers which was caused by any condition of the property in or about the area in which work is to be performed and agrees to be solely responsible for ant such injurt or damage. Acceptance of this Agreement constitutes that the Service Provider is

not covered under the Customer's general liability insurance, employee benefits or worker's compensation. It further establishes that the Service Provider shall be fully responsible for such coverage.

## **INUREMENT**

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

## **CURRENCY**

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

## **TITLES/HEADINGS**

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

## **GENDER**

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

## **GOVERNING LAW**

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

## **SEVERABILITY**

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

## **WAIVER**

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



## **ADDITIONAL PROVISIONS**

26. Payments to the Service Provider pursuant to this Agreement will be reported to Federal and State taxing authorities as required. Customer will not withhold any sums from fees payable to Service Provider. Service Provider is independently responsible for the payment of all applicable taxes.

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Omar Assim

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Date

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Anthony Oum, Eden Area ROP

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Date

Fiscal Services Administrator



**DATE:** October 1, 2020  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with Evan Goldberg for Consulting Services for the 2021 Calendar Year

## **BACKGROUND**

---

The Eden Area ROP Educational Services Department is responsible for providing support and outreach to all member districts' students, parents, business partners, CTE teachers, case managers, counselors and administrators. This support involves coordinating job alike events, professional development and outreach activities. Evan Goldberg is a retired Eden Area ROP employee who has served as an administrator for the organization prior to his retirement.

## **CURRENT SITUATION**

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Significant funding opportunities for CTE via competitive grants and an emphasis on work based learning services continue to be a priority for our ROP center and partner districts. Evan's expertise is a valuable resource for the organization this year.

The attached is a copy of the agreement between Evan Goldberg and the Eden Area ROP to provide consulting services for the 2021 calendar year.

## **RECOMMEDATION**

---

It is recommended that the Governing Board approve the agreement with Evan Goldberg for consulting services for the 2020-2021 school year.

## AGREEMENT FOR SERVICE

**THIS AGREEMENT FOR SERVICE** (this "Agreement")  
for the 2021 calendar year

BETWEEN

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

### OF THE FIRST PART

-AND-

Evan Goldberg  
(the "Service Provider")

### OF THE SECOND PART

#### **BACKGROUND:**

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

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

#### **Services Provided**

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
  - Shape the advisor relationships upon a high level of professional ethics, appropriate confidentiality, competence and trust
  - Provide extensive, contextualized one-on-one support to members of Educational Services Department
  - Provide unlimited phone and email contact to address any specific issues or concerns
  - Provide support in writing grants on behalf of the organization
  - Provide training to ensure smooth transition in management of existing grant programs

#### **Term of Agreement**

2. The term of this Agreement will begin as needed throughout the 2021 calendar year, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

### **Performance**

3. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Compensation**

4. The service provider will be paid \$75 per hour worked for a maximum of 400 hours. Days worked will be mutually agreed upon by both parties.
5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

### **Confidentiality**

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

### **Non-Competition**

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

### **Ownership of Materials**

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

### **Return of Property**

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

### **Assignment**

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

### **Capacity/Independent Contractor**

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

### **Modification of Agreement**

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

### **Notice**

15. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

- a. Eden Area ROP  
26316 Hesperian Blvd., Hayward, California, 94545  
Fax Number: 510-293-8325
- b. Evan Goldberg

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

### **Costs and Legal Expenses**

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

### **Time of the Essence**

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

### **Entire Agreement**

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

### **Limitation of Liability**

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

### **Indemnification**

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

### **Inurement**

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

### **Titles/Headings**

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

### **Gender**

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

### **Governing Law**

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

### **Severability**

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

### **Waiver**

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

### **Additional Provisions**

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

\_\_\_\_\_  
Evan Goldberg

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**DATE:** October 1, 2020  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Adoption of Resolution 5 20/21: The Eden Area ROP 50<sup>th</sup> Anniversary

## **BACKGROUND**

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Regional Occupational Programs have been providing career technical education programs to high school students for 50 years. Specific course offerings have adapted throughout the years to meet labor market needs and student interests.

## **CURRENT SITUATION**

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The attached resolution 5 20/21, recognizes the 50<sup>th</sup> anniversary of operation of the Eden Area Regional Occupational Program.

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the Adoption of Resolution 5 20/21: Eden Area ROP 50<sup>th</sup> Anniversary.



# EdenAreaROP

## RESOLUTION NO. 5-20/21

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### The Eden Area ROP 50<sup>th</sup> Anniversary

**WHEREAS**, For the last 50 years, California's regional occupational centers and programs (ROCPs) have been promoting and supporting the regional delivery of exemplary career education, career development, and workforce preparation that contributes to student academic and career success and to the economic development of California; and

**WHEREAS**, the Eden Area ROP was one of the original ROP programs in California and is celebrating 50 years of educating students; and

**WHEREAS**, the Eden Area ROP provides students with valuable career technical education (CTE) so those students can enter the workforce with the skills and competencies needed to be successful, pursue advanced training in postsecondary institutions, and upgrade their existing skills and knowledge; and

**WHEREAS**, the Eden Area ROP has functioned as a consortia of districts operating under a joint powers agreement; and

**WHEREAS**, the Eden Area ROP has been a major factor in assisting students to prepare for careers and college by offering CTE pathways, access and equity for all students to participate in real-world instruction,

**WHEREAS**, the Eden Area ROP's courses meet "A-G" admission requirements, and courses that offer college credit through articulation and dual enrollment opportunities; and

**WHEREAS**, the Eden Area ROP offers courses that are part of a sequence of courses, that lead to an industry-recognized credential or certificate, or appropriate postsecondary training or employment and

**WHEREAS**, A course at the Eden Area ROP, as well as the program, must do all of the following:

- (a) Provide high-quality curriculum and instruction aligned with state standards.
- (b) Provide career exploration and guidance.
- (c) Provide support and leadership development for students.
- (d) Be guided by industry partnerships and advisory committees, and build system alignment and coherence, including with postsecondary institutions.
- (e) Participate in a strong regional collaborative structure with postsecondary institutions, business, labor, and other appropriate community partners.
- (f) Provide a broad range of work-based learning opportunities.
- (g) Reflect labor market demands and provide current equipment.
- (h) Focus on current or emerging high-skill, high-wage, or high-demand

occupations.

- (i) Be staffed by qualified, credentialed CTE teachers.
- (j) Provide professional development to skilled faculty and staff
- (k) Provide CTE outreach and communication to its students, families, business partners, and region.
- (l) Support data-based student evaluation, accountability, and continuous improvement; and

**WHEREAS**, the Eden Area ROP has served as many as 200,000 students during the last 50 years; and

**WHEREAS**, Students who enroll in CTE classes are more likely to graduate or transition into postsecondary opportunities at a consistently higher rate than students who do not participate in CTE learning opportunities; and

**WHEREAS**, California's private sector businesses have been long-time supporters of California's ROCPs; and

**WHEREAS**, Business and industry representatives provide subject matter expertise, serve on course advisory boards, and support a rigorous industry-approved curriculum; and

**WHEREAS**, the Eden Area ROP maintains ongoing relationships with businesses that in turn invest in ROCP students' successes through an array of work-based learning strategies, including providing hands-on real-world experiences, internships, guest speakers, job shadowing, and mentoring; and

**WHEREAS**, the Eden Area ROP has worked with and provided skilled workers to thousands of private businesses and public enterprises each year; and

**WHEREAS**, the Eden Area ROP employs highly qualified CTE professionals, including teachers, administrators, counselors, and support staff, all of whom benefit from a close professional network and professional development opportunities;

**NOW THEREFORE, BE IT RESOLVED**, that the Governing Board of the Eden Area Regional Occupational Program does hereby commemorate 2020- 2021 as the 50th anniversary of the Eden Area Regional Occupational Program; and

**BE IT FURTHER RESOLVED:** To celebrate and congratulate the Eden Area ROP on their 50th anniversary

**PASSED AND ADOPTED** by the following called vote this 1<sup>st</sup> day of October 2020.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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