

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

Thursday, August 6, 2020 5:45 pm

GOVERNING BOARD MEMBERS

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

MISSION STATEMENT

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



Regular Meeting of the ROP Governing Board

The meeting will be conducted completely online by Executive Order N-29-20 & Alameda County Order 20-04. Please see agenda contents for specific access information.

Date: Thursday, August 6, 2020

Time: 5:45 p.m.

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

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

Attend Zoom Meeting Instructions:

Meeting ID: 863 2529 6361

Password: ROP86

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 863 2529 6361, then press "#". Password: 062833

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-Webingr.
- 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 District

(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 June 5, 2020 (pages 4-10)
- B. Request the Governing Board to approve the Minutes of the Special Governing Board Meeting of June 24, 2020 (pages 11-13)
- C. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of July 23, 2020 (pages 14-17)
- D. Request the Governing Board to approve the Bill Warrants (pages 18-24)
- E. Request the Governing Board to approve the Personnel Action Items (pages 25-26)
- F. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 27-28)

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- G. Request the Governing Board to approve the Disposal of Obsolete or Surplus Items (pages 29-31)
- H. Request the Governing Board to approve the Eden Area ROP Organization Chart for the 2020-2021 School Year (pages 32-33)
- I. Request the Governing Board to approve the Agreements with Cabrillo Community College for the Strong Workforce Program from July 2020 through December 2022 (pages 34-78)
- J. Request the Governing Board to approve the Agreement with Del Conte's Landscaping Inc. for Landscaping Services for the 2020-2021 School Year (pages 79-90)
- K. Request the Governing Board to approve the Agreement with L & M Investments for the Lease for Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from October 2020 through September 2021 (pages 91-97)
- L. Request the Governing Board to approve the Ongoing Agreement with Lozano Smith, LLP for Legal Services (pages 98-104)
- M. Request the Governing Board to approve the Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2020-2021 School Year (pages 105-106)

VIII. Action items

- A. Request the Governing Board to approve the Second Reading and Adoption of the Governing Board Policy and Administrative Regulation 0470: COVID-19 Mitigation Plan (page 107-116)
- B. Request the Governing Board to approve the adoption of Resolution 2-20/21: Signature Card-Board Members, Resolution 3-20/21: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 4-20/21: Signature Card-Authorized Agents: Official Documents and Reports (pages 117-123)
- C. Request the Governing Board to approve the adoption of Resolution 5-20/21: Support for Funding for Schools and Communities Act (pages 124-126)
- D. Request the Governing Board to approve the Administrative Personnel as Competent to Evaluate Certificated Staff and Review Policy 4315.1 (pages 127-130)
- E. Request the Governing Board to approve the MOU with the California Homebuilding Foundation (CHF) to manage the Building Industry Technology Academy (BITA) for the 2020-2021 School Year (pages 131-137)

IX. Superintendent's Report

X. Other Business/ Governing Board Reports

A. ROP Governing Board

XI. Adjournment



Minutes of the Regular Meeting of the ROP Governing Board June 5, 2020

I. Call to Order

Mrs. Jo A.S. Loss, President, called the meeting to order at 4:00 p.m. on Thursday, June 5, 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

Peter Oshinski, Member San Leandro USD arrived at 4:19 pm

Juan Campos, Member San Lorenzo USD

Eden Area ROP Governing Absent:

Dr. Robert Carlson, Vice-President Hayward USD

Superintendent: Linda Granger, present

ROP Administrators in Attendance:

Craig Lang Director of Adult Programs

Lauren Kelly Assistant Director of Educational Services

Mercedes Henderson Human Resources Administrator
Ariel Owen Fiscal Services Administrator

Evan Goldberg Grant Coordinator

ROP Staff in Attendance:

Gabriela Juarez Executive Assistant Sukhi Sidhu Career Counselor

Others in Attendance:

Elaine Alvite

III. Pledge of Allegiance

Craig Lang led the pledge of allegiance.

IV. Mission Statement

Lauren Kelly read the Eden Area ROP mission statement.

President Jo A.S. Loss, on behalf of the Board, took a moment to thank the staff for their efforts to continue educating our students in this unknown time. We are proud of you and the way you stepped up and kept students as your focus. Thank you from the Board of Directors.

V. Information Items

A. Career Counselor's Report

Sukhi Sidhu presented to the Board about her role as the Career Counselor. She serves as the liaison between the home high schools and the ROP instructors. She supports all ROP students and parents and counsels students on a variety of services.

She serves as a liaison with the home school counselors and case managers to ensure students are receiving the necessary support. To promote outreach and support she created the "To, Through and Beyond ROP Form" and the "Course Summary Sheet." The purpose of the form was to help students connect to pathways beyond ROP. The summary sheet was created as a quick go to guide of each course description and was well received by students and counselors as a tool when making decision on which class to select.

Mrs. Sidhu reported that she provides regular reporting on grades, attendance, enrollment, information about courses, upcoming events and any behavioral concerns. She also supports students by counseling on college options and financial aid. She provides information on different apprenticeship programs and industry and trades. She oversees the special education accommodations and social and emotional counseling.

Mrs. Sidhu shared with the Board the California CaeerZone platform that she uses with the students. This platform is user friendly and provides career exploration, interview practice and resume building. It helps students understand their interests through the interest profiler and personality test. Students also learn how to apply for jobs and understand finances.

Next, Mrs. Sidhu discussed students with Individual Education Plans (IEPs) and 504 Plans. She reported that over 140 students attending ROP have an IEP or a 504 plan. She reviews all EAROP student's special education status and distributes IEPs to instructors. Throughout the year she communicates regularly with home school counselor and case managers as well as attends IEP and 504 plan meetings. Through the relationships built during this process, Mrs. Sidhu can provide feedback and have open communication with the team. She also provides support to instructors with implementation of accommodations.

She reported she continues to maintain strong relationships with staff at Chabot to stay informed. She is an active member of Chabot Area Counseling Collaborative (CACC). She is the liaison between instructors and Chabot Pathways. Through Mrs. Sidhu's efforts students were able to go on tours of the Chabot campus as well as attend presentations given by Chabot staff. She did note that due to the shelter in place order because of the COVID-19 pandemic students were not able to attend the upcoming events and Mrs. Sidhu was able to facilitate presentations virtually with Chabot staff through Zoom. She also shared that she assisted seniors with the financial aid application process.

Mrs. Sidhu also provides support to meet grant requirements for WIOA and Workability.

Mrs. Sidhu concluded her report by sharing one of the most rewarding parts of her job which is celebrating the students. Students are celebrated at the Board meetings and the annual student award ceremony.

B. Student Awards Ceremony

Sukhi Sidhu, Career Counselor, shared that in compliance with the shelter in place order due to COVID-19 the in person Student Award Ceremony was canceled and instead a slideshow was created to recognize and honor students for their achievements. This slideshow was posted on the website. The slideshow included the students' photo, a brief highlight about each student and an audio or video of each instructor's speech. In addition, each instructor contacted their student award recipient and presented the speech directly to them.

A total of 44 students were recognized for their outstanding performances this year.

VI. 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)

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 May 7, 2020
- B. Approve the Bill Warrants
- C. Approve the Personnel Action Items
- D. Approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2020-2021 School Year
- E. Approve the Agreement with Cindy Christovale for Direct Support Professional Training for the 2020-2021 School Year
- F. Approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2020-2021 School Year
- G. Approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2020-2021 School Year
- H. Approve the MOU with the Alameda County Office of Education Network (ACOENet) for the Access Plus Service for the 2020-2021 School Year
- I. Approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2020-2021 School Year

Trustee Juan Campos seconded the motion.

AYES: 3 (Campos, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

VIII. Information Items

C. The Superintendent's Evaluation Timeline

Linda Granger, Superintendent, shared the Superintendent's evaluation timeline for the 2020-2021 school year.

IX. Action Items

Open Public Hearing for the Eden Area ROP Adoption of the Recommended Textbooks for the 2020-2021 School Year

Trustee Jo A.S. Loss opened the public hearing at 4:36 p.m. for the Eden Area ROP adoption of the recommended textbooks for the 2020-2021 school year. The Board solicited comments from the public on the adoption of recommended textbooks. No one from the public responded and thus the public hearing was closed.

Close Public Hearing

The public hearing was closed at 4:37 p.m.

A. Request the Governing Board to approve the Adoption of the Recommended Textbooks for the 2020-2021 School Year

Superintendent Granger provided an overview on the textbook selection process. She stated that textbooks are adopted at approximately 7 year intervals. The Entrepreneurship and Marketing Pathways timeline is up for adoption based on the standard. Staff brought forward books that were recommended by each pathway's advisory committee. Unfortunately, the Marketing Essentials book that was selected will be discontinued; therefore, the Superintendent is requesting the book be pulled from approval and to only move forward with approving the Entrepreneurship: Building a Business textbook.

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Peter Oshinski, the Governing Board approved the adoption of the recommended textbook, Entrepreneurship: Building a Business, for the 2020-2021 school year.

AYES: 3 (Campos, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Carlson)

B. Request the Governing Board to approve the Second Reading and Adoption of the Governing Board Policies and Administrative Regulations 5000-9000

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the adoption of the Governing Board Policies and Administrative Regulations 5000-9000.

AYES: 3 (Campos, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

C. Request the Governing Board to approve the Adoption of Resolution 12-19/20: Retirement: Evan Goldberg

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the adoption of Resolution 12-19/20: Retirement: Evan Goldberg.

AYES: 3 (Campos, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Carlson)

D. Request the Governing Board to approve the 2020-2021 High School Student Calendar

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Peter Oshinski, the Governing Board approved the 2020-2021 high school student calendar.

AYES: 3 (Campos, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Carlson)

E. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2020-2021 School Year

The Eden Area ROP Governing Board meetings are held every first Thursday of the month at 5:45 pm, unless otherwise noted. The Superintendent discussed with the Board scheduling conflicts in December and June for the 2020-2021 regular Board meetings schedule. She provided several options for the Board to select from to resolve each conflict. The Board also discussed and agreed to add a July and January meeting to the schedule.

The Board selected the following dates to finalize the calendar of Governing Board meetings:

- Thursday, July 23, 2020 at 5:45 pm
- Thursday, December 10, 2020 at 5:45 pm
- Thursday, January 14, 2021 at 5:45 pm
- Friday, June 4, 20201 at 5:45 pm

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the calendar of Governing Board meetings for the 2020-2021 school year with the noted changes to the July, December, January and June meetings.

AYES: 3 (Campos, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

F. Request the Governing Board to approve the Agreement with the East Bay Municipal Utility District (EBMUD) for Virtual Work-Based Learning Services for the 2020-2021 School Year

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Peter Oshinski, the Governing Board approved the agreement with the East Bay Municipal Utility District (EBMUD) for virtual work-based learning services for the 2020-2021 school year.

AYES: 3 (Campos, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Carlson)

X. Superintendent's Report

Linda Granger reported that the staff has been preparing for the potential budget implications for the next year due to the current state of our economy due to the COVID-19 pandemic. Fiscally the Eden Area ROP staff is preparing for the worst and hoping for the best. The Governor's May revise has proposed significant cuts to education; however, the State assembly and the State senate's proposals are more promising. The Fiscal Services Administrators will prepare the budget with the assumptions in a worst scenario case and revise as more information is obtained. The Superintendent along with staff are focusing on ways to save money by reducing our expenditures through cost saving measures and identifying one time expenditures to make distance learning successful.

XI. Public Comment regarding Closed Session Items

None

XII. Recess to Closed Session

The meeting was called into closed session at 5:28 pm

- A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee
 Appointment/Discipline/ Dismissal/Release
- B. Public Employee Appointment/Employment (Pursuant Government Code section 54957): Superintendent's Contract

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

The meeting resumed to open session at 5:45 p.m. No action was taken in closed session.

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

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Upon review of and a motion by Trustee Peter Oshinski and a second by Juan Campos, the Governing Board approved the Public Employee Performance Evaluation: Superintendent for the 2020-2021 school year.

AYES: 3 (Campos, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Carlson)

B. Public Employee Appointment/Employment (Pursuant Government Code section 54957): Superintendent's Contract

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the Public Employee Appointment, Superintendent's contract.

AYES: 3 (Campos, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Carlson)

XIV. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Peter Oshinski, San Leandro USD representative, shared an article he read in SF Gate that reported that the State plans to supply every school and child care center with no touch thermometers, face shields for every teachers, cloth face coverings for staff and students, disposable masks, tight fitting N95 masks for healthcare professionals in schools and hand sanitizers.

Juan Campos, San Lorenzo USD representative, shared that there will be a meeting on June 11, 2020 for county trustees where ethnic studies will be discussed.

Jo A.S. Loss, Castro Valley USD representative, shared that ACSA is providing a School Reopening Planning Group final report that was put together by a group of superintendents about reopening school in the fall. At the start of the meeting, Trustee Loss, took a moment to thank the staff for all their work and efforts and for keeping children's education as their main goal. Before adjournment she wanted to express the same sentiment and appreciation to Linda and Gaby.

XV. Adjournment

The meeting was adjourned at 5:45 p.m.					
Approved by the Eden Area ROP Governing Board					
Linda Granger, Superintendent Clerk to the ROP Governing Board					



Minutes of the Special Meeting of the ROP Governing Board June 24, 2020

I. Call to Order

Mrs. Jo A.S. Loss, President, called the meeting to order at 5:48 p.m. on Thursday, June 24, 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

Peter Oshinski, Member

Juan Campos, Member

Castro Valley USD

San Leandro USD

San Lorenzo USD

Eden Area ROP Governing Absent:

Dr. Robert Carlson, Vice-President Hayward USD

Superintendent: Linda Granger, present

ROP Administrators in Attendance:

Craig Lang Director of Adult Programs
Bernie Phelan Director of Educational Services

Lauren Kelly Assistant Director of Educational Services

Mercedes Henderson Human Resources Administrator
Ariel Owen Fiscal Services Administrator

ROP Staff in Attendance:

Gabriela Juarez Executive Assistant

Others in Attendance:

Elaine Alvite

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

VI. Consent Calendar

Trustee Peter Oshinski moved to approve the Consent Calendar items as follows:

- A. Approve the Receipt of the Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program Funds
- B. Approve the Agreement with Angelina Alamillo for Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program Services for the 2020-2021 School Year
- C. Approve the Agreement with the Hayward Unified School District for the Lease of the Center from July 1, 2020- June 30, 2030

Trustee Juan Campos seconded the motion.

AYES: 3 (Campos, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Carlson)

VII. Action Items

Open Public Hearing for the Eden Area ROP Adopted Budget for the 2020-2021 Fiscal Year

Trustee Jo A.S. Loss opened the public hearing at 5:51 p.m. for the Eden Area ROP adopted budget for the 2020-2021 fiscal year to recognize the ROP funds and the use of them in 2020-2021. The Board solicited comments from the public on the budget. No one from the public responded and thus the public hearing was closed.

Close Public Hearing

The public hearing was closed at 5:52 p.m.

A. Request the Governing Board to approve the Adopted Budget for the 2020-2021 Fiscal Year

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the Adopted Budget for the 2020-2021 fiscal year.

AYES: 3 (Campos, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Carlson)

B. Request the Governing Board to approve the Superintendent's Goals for the 2020-2021 School Year

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the Superintendent's goals for the 2020-2021 school year.

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AYES: 3 (Campos, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Carlson)

VIII. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Juan Campos, San Lorenzo USD representative, reported that a memo was sent out to the San Lorenzo community that stated the district has decided to maintain distance learning until mid or late October.

Peter Oshinski, San Leandro USD representative, shared that San Leandro USD is in the process of solidifying a plan for the start of the school year. There is discussion of different options based on grade level.

Jo A.S. Loss, Castro Valley USD representative, shared that the Castro Valley Board will be meeting tomorrow to get additional input from stakeholders to discuss plans for reopening. Trustee Loss concluded her report by thanking the staff.

IX. Adjournment

The meeting was adjourned at 6:28 p	o.m.
Approved by the Eden Area ROP Go	overning Board
Linda Granger, Superintendent Clerk to the ROP Governing Board	-



Minutes of the Regular Meeting of the ROP Governing Board July 23, 2020

I. Call to Order

Mrs. Jo A.S. Loss, President, called the meeting to order at 5:45 p.m. on Thursday, July 23, 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
Peter Oshinski, Member San Leandro USD

Juan Campos, Member San Lorenzo USD arrived at 5:52 pm

Superintendent: Linda Granger, present

ROP Administrators in Attendance:

Craig Lang Director of Adult Programs
Bernie Phelan Director of Educational Services

Elaine Alvite Assistant Director of Educational Services

Lauren Kelly Pathway Coordinator

Mercedes Henderson Human Resources Administrator
Ariel Owen Fiscal Services Administrator

ROP Staff in Attendance:

Gabriela Juarez Executive Assistant

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 Robert Carlson, seconded the motion. By the following vote the agenda was approved.

AYES: 3 (Carlson, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Campos)

VI. Public Comment for Items Not on the Agenda that are Related to the District

None

VII. Consent Calendar

Trustee Peter Oshinski moved to approve the Consent Calendar items as follows:

A. Approve the Personnel Action Items

Trustee Robert Carlson seconded the motion.

AYES: 3 (Carlson, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Campos)

VIII. Information Items

A. First Reading of the Governing Board Policy and Administrative Regulation 0470: COVID-19 Mitigation Plan

Linda Granger, Superintendent, presented to the Governing Board the first reading of Board Policy and Administrative Regulation 0470: COVID-19 Mitigation Plan.

The Governing Board discussed and decided on a couple of minor changes to be made and some research by the Superintendent for the second reading, which included:

BP 0470 (a) Include "staff" in the list of the stakeholders groups so that

the sentence reads:

The Eden Area ROP shall evaluate its capacity to

implement safety precautions and to conduct full or partial

school operations, and shall consider student, parent/guardian, staff and community input.

BP 0470 (a) Include "that" and "in consultation with local and state

officials" so that the sentence reads:

The Superintendent or designee shall also provide information on the processes and protocols <u>that</u> the Eden Area ROP will follow to minimize the health risks associated with COVID-19, including, but not limited to, physically separating individuals (social distancing), limits on large gatherings, the provision of personal protective equipment (PPE) such as masks and gloves, and the sanitization of facilities in consultation with local and state

officials.

B. Reopening of School Plan

Linda Granger, Superintendent, reported on the reopening of school plan. The Governor recently released parameters of when schools can reopen for in-person instruction. The guidance must happen in conjunction with the local health department orders. For schools to reopen the county must be off the State's watchlist for 14 consecutive days before reopening can be considered. Currently, Alameda County has been on the watchlist for 3 days which automatically requires us to start the school

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year with distance learning. Prior to the Governor's announcement the four partner districts had already made that decision, which aligned with the State.

Once we can provide in-person instruction, everyone is required to wear masks and maintain physical distancing. The center will have to provide hand sanitizing stations when the option to wash your hands is not available. Procedures will need to be in place for sanitizing and disinfecting. In addition, there will need to be protocols for self-quarantining if there is a case. We will be required to do symptom checking such as temperature checks. Lastly, there is a requirement of regular testing and contact tracing if there is a case on campus. If we cannot meet these criteria, districts are expected to provide rigorous distance learning. The Eden Area ROP has been preparing to provide distance learning.

The Governor also provided guidelines in the event that there is a positive case at our school. The first step would be to consult and work with the county health department and depending on the severity of the outbreak there are different requirements that range from a group exposed going home to quarantine to closing the school for 14 days.

Superintendent Granger discussed the Eden Area ROP's preparation for reopening the center based on the guidelines provided by the CDE. Staff is working on creating a COVID-19 handbook for employees. We have created a plan that includes minimizing face to face interactions, installing protective shields in common areas, limiting campus access, implementing physical distancing, creating hygiene protocols and cleaning protocols.

Superintendent Granger provided an overview on expenses related to COVID-19 which included PPE, technology for distance learning and instructional material support. Eden Area ROP leadership is also providing professional development to staff in preparation for the new school year which includes training on Microsoft Teams, our new student information system, distance learning instructional strategies, culturally relevant instructional strategies and developing career readiness and networking strategies.

She highlighted that the Eden Area ROP follows the districts' lead on scheduling and works within the parameters set by our four partner districts for distance learning and blended learning.

Superintended Granger identified her biggest challenge once we move to reopening is transportation of students to and from the center.

IX. Action Items

A. Request the Governing Board to approve the adoption of Resolution 1-20/21: Recognizing the Fight Against Injustice and Proclaiming that Black Lives Matter

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Juan Campos, the Governing Board approved adoption of Resolution 1-20/21: Recognizing the Fight Against Injustice and Proclaiming that Black Lives Matter.

AYES: 4 (Campos, Carlson, Loss, Oshinski)

NOES: 0 ABSTAIN: 0 ABSENT: 0

B. Request the Governing Board to approve the Agreement with the California School Boards Association (CSBA) for GAMUT Services for the 2020-2021 School Year

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the agreement with the California School Boards Association (CSBA) for GAMUT services for the 2020-2021 school year.

AYES: 4 (Campos, Carlson, Loss, Oshinski)

NOES: 0 ABSTAIN: 0 ABSENT: 0

X. Superintendent's Report

Superintendent Granger welcomed and introduced the Eden Area ROP's new Assistant Director of Educational Services, Elaine Alvite. Ms. Alvite was given the opportunity to share a little about herself, her background in education and her goals in the next school year. The Governing Board warmly welcomed Ms. Alvite.

Superintendent Granger concluded her report by recognizing the efforts of Craig Lang, Director of Adult Programs, who has worked hard to get all our programs approved on EDD's Eligible Training Provider (ETP) list. Being on the list allows for qualifying adults looking for retraining for jobs to receive financial assistance. This is an incredible feat as our Adult programs are 100% fee based. She also noted that about 50% of our adult students would qualify for the assistance provided by EDD. Ms. Granger thanked Mr. Lang for all his hard work.

XI. Other Business/Governing Board Reports

A. Governing Board Reports

Jo A.S. Loss, Castro Valley USD representative, invited the Governing Board to participate in the online reading group to read, "How to be an Anti-Racist." They are hoping to engage members of the community, school board members, administrators and teachers. The meeting will take place via Zoom. Trustee Loss thanked the staff for all their efforts during these unprecedented times.

XII. Adjournment

The meeting was adjourned at 6:47 p.m.	
Approved by the Eden Area ROP Governing Board	
Linda Granger, Superintendent	
Clerk to the ROP Governing Board	



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Sabrina Ubhoff, Accounting Technician

SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of May 15, 2020 through July 8, 2020 and include test warrant numbers and voided warrants.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Mercedes Henderson, Human Resources Administrator

SUBJECT: Request the Governing Board to approve the Personnel Action

Items

CURRENT SITUATION

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



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Quarterly Report on

Williams Act Complaints and Resolutions

BACKGROUND

Education Code 35186 (d) requires the following:

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

CURRENT SITUATION

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



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QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS

[Education Code 35186 (d)]

Report	through: <u>July 1, 2020</u>				
District:					
Person completing this form: G		Gabriela Juarez			
Title:		Superintendent's Executive Assistant			
	ly Report Submission (check one)- uly 1, 2020	→ ☐ January 2020 ☐ April 2020 ☐ July 2020 ☐ October 2020			
Date for information to be reported publicly at the Governing Board meeting: August 6, 2020					
Please check the box that applies:					
\boxtimes	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: <u>August 6, 2020</u>	
Linda Granger, Superintendent	



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Ariel Owen, Fiscal Services Administrator

SUBJECT: Request the Governing Board to approve the Disposal

of Obsolete or Surplus Items

BACKGROUND

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

CURRENT SITUATION

The attached list summarizes items that:

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

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

Eden Area ROPDisposal of Obsolete or Surplus Items 2019-2020

Description	Reason for Disposal	PO#	Date Received	Serial Number	Location
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	B861GX1	Auto I
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	DH7SFX1	Auto Refinishing
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	DH8QFX1	Careers in Education
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	DH8TFX1	Graphics
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	DHDNFX1	unknown
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	3182894245	Security
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	1H90GX1	Security
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	1HV1GX1	Merchandizing
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	DH8VFX1	From Sandi Rose
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	1GWFX1	Dental
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	1GMZFX1	Dental
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	1GSYFX1	Ed. Services
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	DH8NFX1	Dental
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	1GK1GX1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1h10gx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1h01gx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	dh8rfx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	dhgpfx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	dh6qfx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	dh6rfx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	dh7nfx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1h0zfx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1gxyfx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	lh7lgxl	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1gm0gx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1glyfx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	lgplgxl	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1gv0gx1	STAR Lab

Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1gp0gx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1hd0gx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1gqzfx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1gr0gx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1hz0gx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	lhclgx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	lhzlgxl	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	b890gx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1gkyfx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1gy0gx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1hzzfx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1h9zfx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1h50gx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1h81gx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/5/2013	1gyyfx1	STAR Lab
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	1FPZFX1	Merchandizing
Dell Optiplex 7010 MT	Non-Functional	P13-00255	6/1/2013	ZFX1 24456862	Welding
lassinas 15 5000 Sarias 5550					Grants; Abraham
Inspiron 15 5000 Series 5559	Non-Functional	P16-00293	2/20/2016	003305002498573AAOEM	Mendoza
LID Form 15t Original and Min stories 7					Administration, Gaby
HP Envy 15t Quad w/ Windows 7	Non-Functional	P15-00112	11/8/2014	5CG441506S	Juarez
SMART Board	Non-Functional	P11-00246	6/22/2011	unknown	DSP Lab
SMART Interactive white board	Non-Functional	unknown	unknown	unknown	Merchandizing
Smart Board	Non-Functional	73020569	4/1/2002	SB580-51432	IT Room

Total PC Count:	45
Total Laptop Count:	2
Total SMART board Count:	3



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Eden Area

ROP Organization Chart for the 2020-2021 School Year

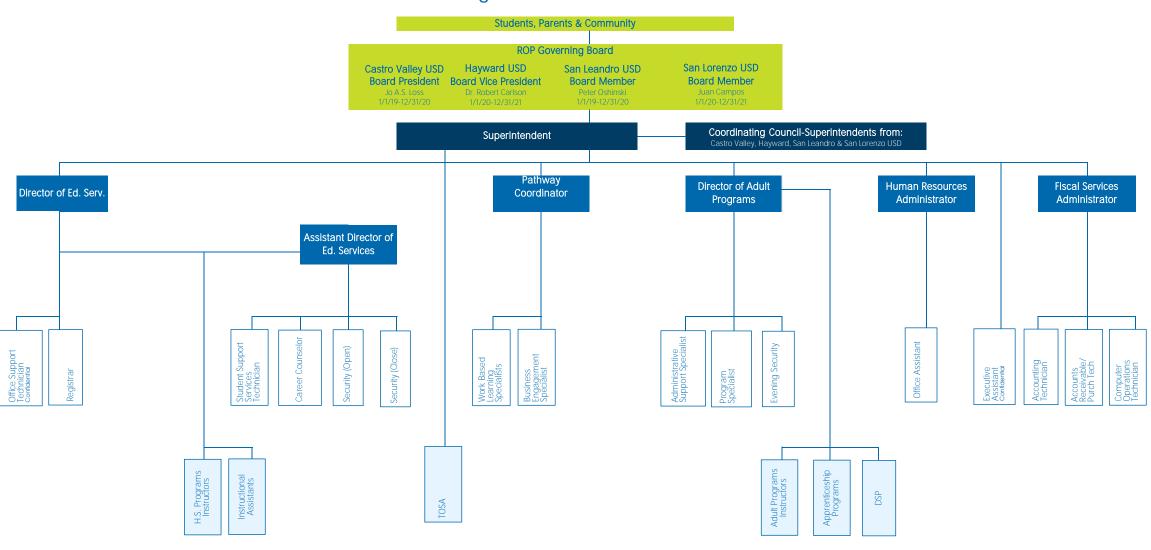
BACKGROUND

The attached organization chart outlines the structure of the Eden Area ROP Administrative, Adult Programs, Business Services and Educational Services Departments for the 2020-2021 school year.

CURRENT SITUATION

The new chart reflects current changes to the organization.

Eden Area ROPOrganization Chart 2020-2021





TO: ROP Governing Board

FROM: Linda Granger, Superintendent FROM: Lauren Kelly, Grant Coordinator

SUBJECT: Request the Governing Board to approve the Agreements with

Cabrillo Community College for the Strong Workforce Program from

July 2020 through December 2022

BACKGROUND

The Bay Area Community College Consortium has contracted with Cabrillo Community College as the fiscal agent for the K12 Strong Workforce Program (SWP). Cabrillo Community College is responsible for distributing funds to grantees within their region. These agreements with Cabrillo Community College are for the period of July 1, 2020 and expire on December 31, 2022.

CURRENT SITUATION

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

<u>Design It, Build It (DIBI)</u> CVUSD, EAROP, SLUSD, SLZUSD \$968,686

DIBI will engage in the recruitment of students from non-traditional backgrounds in Engineering and Advanced Manufacturing towards the goal of equitable representation. The grant will also support the purchase of equipment and supplies, as well as work-based learning.

Strategic Support for Special Populations (SSSP) CVUSD, EAROP, HUSD, SLUSD, SLZUSD \$1,118,686

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

BAY AREA COMMUNITY COLLEGE CONSORTIUM K12 STRONG WORKFORCE PROGRAM AGREEMENT BETWEEN

CABRILLO COMMUNITY COLLEGE DISTRICT

and

Eden Area ROP

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

1. RECITALS

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

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

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

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

2. AWARD AMOUNT

The total amount for this Agreement is \$968,686 for the project titled Design It, Build It (Engineering and Manufacturing) (NOVA ID 8880) and payment to Grantee shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved by the region's K12 SWP Selection Committee and entered into the California Community Colleges' NOVA system (hereinafter referred to as NOVA).

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

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

3. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall commence on July 1, 2020 and shall expire on December 31, 2022, unless terminated earlier in accordance with the termination provisions of this Agreement.

4. SCOPE OF WORK

Grantee shall carry out the activities and achieve the performance outcomes as presented in the Grantee's application and attached as Exhibit B: K12 SWP CTE Pathway/Program Work Plan.

5. MODIFICATIONS

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Fiscal Agent prior to the modification being made. The Fiscal Agent may require that a Grant Amendment be processed if the Fiscal Agent determines that a change would materially affect the project outcomes as described in the Objectives section of Exhibit A, Exhibit B: K12 SWP CTE Pathway/Program Work Plan , the terms of this Agreement or the terms included in the K12 Strong Workforce Program RFA - Appendix A: Program-Specific Legal Terms and Conditions available at k12swpRFAr2.baccc.net

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

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

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

6. INVOICING AND PAYMENT

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

Grantee may request payment for reimbursable expenditures for the remaining 30% of the total amount of this Agreement when actual expenditures and NOVA reported expenditures exceed the 70% advance payment. Payment(s) will be made upon receipt of an invoice. Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs. Fiscal Agent may request back-up documentation for expenditures if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by Fiscal Agent of any

reports due on or before the date of the submitted invoice. Final invoices for all performance under this Agreement are due no later than February 15, 2023.

The Grantee is obligated to provide proportional dollar match according to the terms set forth in the K12 Strong Workforce Program RFA (k12swpRFAR2.baccc.net), and as indicated in the Grantee's Application (Exhibit A: Objective and Financials). Documentation of required match will be provided to the Fiscal Agent in the manner and on the schedule posted on the BACCC K12 SWP website, k12swp.baccc.net.

7. REPORTING

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

Grantee shall prepare and submit outcomes data as required by §88828 (d) (8). Grantee and partnering local educational agencies shall enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and CCCCO for information sharing on K12 data. By November 1 immediately following the fiscal year for which data are being reported Grantee and partnering local educational agencies shall provide student-level data necessary to evaluate K12 SWP to CDE; beginning in 2020-21, submit all end-of-year data files, as applicable and required by K12SWP legislation, into the Cal-PASS Plus system; and notify their K-14 Technical Assistance Provider that data has been reported. As per the legislation, failure to provide this data may result in termination of the grant.

8. SUBGRANTING AND SUBCONTRACTING

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

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

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

9. RECORDS AND AUDITS

- A. The State Controller will include the audit instructions necessary to enforce the requirements pertaining to the K12 component of the Strong Workforce Program in the audit guide required by Section 14502.1.
- B. Grantee must maintain records regarding use of program funds and progress made towards completing the performance outcomes listed in Exhibit A: Objective and Financials and Exhibit B: K12 SWP CTE Pathway/Program Work Plan .
- C. Grantee shall maintain and make available expenditure data on career technical education programs for the purposes of verifying that the matching funds requirements as specified in the K12 Strong Workforce Program RFA (k12swpRFAR2.baccc.net) have been met.
- D. Parties agree that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

10. TERMINATION

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

11. DISPUTES

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

of the Fiscal Agent or the Chancellor's Office, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

12. INDEMNIFICATION

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

13. INSURANCE

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

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

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

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

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

14. INDEPENDENT CONTRACTORS

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

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

15. ASSURANCES

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code §§88827-88833, and with the guidance documents provided by the California Community College Chancellor's Office, K12 Strong Workforce Program RFA (k12swpRFAr2.baccc.net), and other guidance published by the California Community College Chancellor's Office, currently posted on Strong Workforce Program websites and the Regional Consortium's website:

https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/ K12-Strong-Workforce.

K12swp.baccc.net

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

16. FEDERAL, STATE, AND LOCAL TAXES

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

17. EQUAL OPPORTUNITY/NON-DISCRIMINATION

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

18. UNENFORCEABLE PROVISION

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

19. WAIVER

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

20. COMPLIANCE WITH APPLICABLE LAWS

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

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

21. INTELLECTUAL PROPERTY

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

22. ORDER OF PRECEDENCE

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

- 1) Process for requesting/approving budget/contract changes as posted on k12swp.baccc.net website
- 2) The Agreement,
- 3) K12 Strong Workforce Program RFA (k12swpRFAR2.baccc.net),
- 4) Exhibit A: Objective and Financials
- 5) Exhibit B: K12 SWP CTE Pathway/Program Work Plan

23. NOTICES/CONTACTS

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

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

For Fiscal Agent:

Name of CCD: BACCC % Cabrillo Community College District

Address: 6500 Soquel Drive City, State, Zip: Aptos, CA, 95003

Attention Name: Rock Pfotenhauer

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

For Grantee:

Name of Lead LEA: Eden Area ROP

Address: 26316 Hesperian Blvd City, State, Zip: Hayward, CA 94545

For project/program related matters:

Attention Name: Lauren Kelly

Title: Assistant Director of Educational Services

E-mail: lkelly@edenrop.org Telephone: (510) 293-2903

For fiscal related matters:

Attention Name: Ariel Owen

Title: Fiscal Services Administrator

E-mail: aowen@edenrop.org

Telephone: (510) 293-2906

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

25. SIGNATURES

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

FISCAL AGENT Cabrillo Community College District Michael Robins Director, Purchasing, Contracts, Risk Management, & Auxiliary Services
(signature)
(date)
GRANTEE
Eden Area ROP
Linda Granger
Superintendent
(signature)
(date)

K12 STRONG WORKFORCE PROGRAM AGREEMENT

Exhibit A: Objective and Financials

Lead Agency: Eden Area ROP

Project Title: Design It, Build It (Engineering and Manufacturing)

NOVA Link: https://nova.cccco.edu/swpk/plans/8880

Project ID: 8880 Subregion: East Bay

Objective

TARGETED RECRUITMENT: LEAs will engage in recruitment campaigns for non-traditional students (women and students of color) in Engineering and Advanced Manufacturing pathways towards the goal of equitable representation. EQUIPMENT AND SUPPLIES: LEAs will purchase new industry standard equipment and supplies. Eden ROP, Arroyo HS and San Leandro HS will renovate two pathways in the Welding and Advanced Manufacturing. In Engineering, Castro Valley HS and Arroyo HS will purchase supplies from Project Lead the Way along with industry standard equipment. WORK-BASED LEARNING ACTIVITIES: LEAs and Chabot will involve students in WBL activities IF COVID-19 RESTRICTIONS ALLOW OR ADAPT AS NECESSARY: --Manufacturing Day: LEAs will tour local manufacturers culminating with a tour of Chabot College facilities. --Competitions: Chabot and LEAs will engage students in competition events in Engineering, Robotics, and advanced manufacturing etc. --Job Fair/Career Expo: Chabot and LEAs will develop a Job Fair/Expo where local manufacturing and engineering leaders meet with students, judge student work, assess resumes, etc. --Women in Manufacturing Day: LEAs will have students participate in a special community conference highlighting the role of women in manufacturing. --Summer Programs for Middle and High School Students: Summer programs will introduce middle school students to manufacturing professions. High school programs at Chabot will build skills and expose students to Chabot pathways.

Funds Overview

Grant Amount	968,686	1:1 Match
Financial Contribution (Cash Match)	968,961	100%
In-kind Match	0	0%
Indirect (7.53%)	66,912	7.42%

Budget by Category of Expenditure (Object Code)

1000	2000	3000	4000 Supplies	5000	6000	7000	Totals
Instructional	Non-	Employee	and Materials	Other	Capital Outlay	Indirect Costs	
Salaries	Instructional	Benefits		Operating			
	Salaries			Expenses and			
				Services			
173,480	138,680	87,261	268,244	120,542	113,567	66,912	968,686

Agency	2020-21	2021-22	2022-23	Total
Castro Valley Unified	129,614	148,289		277,903
Eden Area ROP	125,498	33,077		158,575
San Leandro Unified	89,700	153,277		242,977
San Lorenzo Unified	144,615	144,616		289,231
Total	489,427	479,259	0	968,686

Contributions

Agency	Financial (Cash)	In-Kind	Total
Chabot College	73,612	0	73,612
San Leandro Unified	116,678	0	116,678
Castro Valley Unified	215,637	0	215,637
Eden Area ROP	316,532	0	316,532
San Lorenzo Unified	246,502	0	246,502
Total	968,961	0	968,961







Exhibit B: K12 SWP CTE Pathway/Program Work Plan

The Work Plan template is a planning tool from which information can be copied and entered into NOVA.

As stated in the RFA, applicants are asked to identify only the Element(s) that the project will focus on using K12 SWP funds.

Applications that focus on one or two Elements are scored with equal consideration as applicants that focus on three or four Elements.

K14 Pathway Quality Elements	20 POINTS A. Work to be funded by K12 SWP	5 POINTS B. Artifacts of activities	15 POINTS C. Role of partner community college(s)	10 POINTS D. Collaborative partner(s), K–12 partner agency, and/or CTE resources	10 POINTS E. Indicators of accomplishments
1. Curriculum and Instruction	Describe the specific K12 SWP activities and efforts related to curriculum and instruction including efforts targeting underserved populations.	Identify the artifacts that will serve as evidence that these activities and efforts occurred.	Describe the role your community college partner(s) play in supporting these activities and efforts or describe outreach efforts.	Describe how your collaborative partner(s), K12 partner agency(ies), and/or other CTE resources will support this element.	Articulate the target numbers of individuals including students, teachers, faculty, other stakeholders, and underserved populations, who will engage in activities and efforts.

Consider:

- **Sequencing CTE** courses to align with postsecondary pathways
- Creating authentic opportunities for K12 and CC faculty to collaborate
- **Aligning** curricula with regional workforce needs
- recruitment of nontraditional and historically underserved students for Engineering and Advanced Manufacturing (E/AM) pathways
- Provide targeted support for nontraditional and historically underserved students in pathways, such as one-on-one goal setting, support groups, tutoring, counseling
- Eden Health will hold meetings (at least quarterly) for K12 and Chabot College faculty to plan:
- --Curriculum alignment and integration between K12 and Chabot pathways to ensure viable K14 pathways
- --Articulations
- -- Manufacturing Day
- --Other events
- Professional development for E/AM high school teachers

- Implement a system for Recruitment flyers. videos, and activities specifically targeting African American, Latino, women, and other non-traditional and underserved students for E/AM pathways.
 - Goal setting plans, teacher rosters. data charts with grades, and senior/post secondary data
 - Meeting agendas between Chabot and K12 faculty
 - Curriculum alignment documents
 - Articulations
 - PD flyers, agendas, and materials
 - Equipment photos and packing slips for equipment and supplies
 - LEAs will purchase equipment and supplies for advanced manufacturing and engineering

- Chabot College (CC) will coordinate with the LEAs on transitions to ensure a warm hand-off to CC and its services.
- CC will meet with LEA counselors to support nontraditional and underserved students, such as:
- --Umoia Black Student Union
- --Change It Now -- Dreamers Club
- -- Engineering Club
- --MADE (Machinists, Artists, Designers and **Engineers**)
- -- My Sister's Keeper
- --Puente
- --Striving Black **Brothers**
- CC currently participates in monthly collaborative management meetings where Eden ROP and the LEAs meet to coordinate robust

- LEAs implement recruitment plans for non-traditional and historically underserved students in E/AM pathways.
- LEAs provide targeted support for non-traditional and historically underserved students in E/AM pathways as well as transition to Chabot College.
- I FAs send teachers to quarterly meetings with Chabot Faculty to plan and coordinate:
- -- Manufacturing Day
- -- Articulations
- --Curriculum alignment
- --Field Trips
- LEAs will send their E/AM teachers to professional development trainings and events.
- LEAs will purchase equipment and

- 75 additional African American, Latino, and women are recruited into E/AM pathways. producing a 50% growth of nontraditional students.
- All 75 non-traditional students in E/AM classes are provided support.
- A minimum of semiannual meetings between at least 7 Chabot College and K12 faculty to coordinate curriculum alianment. articulations, Manufacturing Day, **Pathways** competitions, Job Fair and Expo, etc.

- -Project Lead The Way
- -Shadow/collaborate with community college faculty
- Purchase new industry standard equipment for advanced manufacturing and engineering classes.
- classes, including:
- --PLTW materials (CVUSD, SLUSD, SLzUSD)
- --10 Student workbenches (CVUSD)
- --3 Computers and stations (CVUSD)
- --1 Laser cutter (CVUSD)
- -- 1 CNC Mill (CVUSD)
- --4 3D Printers (CVUSD)
- -25 Laptops with product design and engineering software (SLUSD)
- --SolidWorks 3D CAD (SLUSD)
- --Manufacturing devices-various (SLzUSD)
- --Engineering toolsvarious-(SLzUSD)
- --1 3D printer (SLzUSD)
- --1 Laser cutter (SLzUSD)
- --1 Vinyl cutter (SLzUSD)
- --36 Engineering workstations (SLzUSD)
- --Robotics suppliesvarious (SLzUSD)
- --1 Resistance welder (EAROP)
- --2 Band saws (EAROP)

- CTE pathways. We will use this meeting to foster relationships, refer to appropriate
- programs and make program decisions.
- CC will coordinate with the LEAs on articulations and curriculum alignment at quarterly meetings with LEAs.
- supplies for advanced manufacturing and engineering classes, including:
- --PLTW materials
- -Student workbenches
- --Computers and stations
- -Laser cutter
- -CNC Mill
- -3D Printers
- Laptops with product design and engineering software
- --SolidWorks 3D CAD
- -- Manufacturing devices
- -- Engineering tools
- -3D printer
- -Laser cutter
- -Vinyl cutter
- --Engineering workstations
- --Robotics supplies
- -Resistance welder
- -Band saws
- -Drill press
- --Diversion welders
- --Millermatic welders
- --Aluminum spool gun mig welders
- -Tig plasma welder
- --CNC diamond engraver and router

K14 Pathway Quality Elements	20 POINTS A. Work to be funded by K12 SWP	5 POINTS B. Artifacts of activities	15 POINTS C. Role of partner community college(s)	10 POINTS D. Collaborative partner(s), K–12 partner agency, and/or CTE resources	10 POINTS E. Indicators of accomplishments
		-1 Drill press (EAROP) -10 Diversion welders (EAROP) -7 Millermatic welders (EAROP) -2 Aluminum spool gun mig welders (EAROP) -1 Tig plasma welder (EAROP) -1 CNC diamond engraver and router (EAROP)			

2. College and Career Exploration	Describe the specific K12 SWP activities and efforts aligned to College and Career Exploration including efforts targeting underserved populations.	Identify the artifacts that will capture the activities and efforts conducted.	Describe the role your community college partner(s) play in supporting these activities and efforts.	Describe how your collaborative partner(s), K12 partner agency(ies), and/or other CTE resources will support this element.	Articulate the target numbers of individuals including students, teachers, faculty, other stakeholders, and underserved populations, who will engage in activities and efforts.
Consider:	•	•	•	•	•
Creating student exploration opportunities based on student identified interests					

3. Postsecondary Transition and Completion	Describe the specific K12 SWP activities and efforts supporting Postsecondary Transitions and Completion including efforts targeting underserved populations.	Identify the artifacts that will capture the activities and efforts conducted.	Describe the role your community college partner(s) play in supporting these activities and efforts.	Describe how your collaborative partner(s), K12 partner agency(ies), and/or other CTE resources will support this element.	Articulate the target numbers of individuals including students, teachers, faculty, other stakeholders, and underserved populations, who will engage in activities and efforts.
 Consider: Coordinating Dual Enrollment Developing College and Career Plans Supporting Matriculation Offering/Expanding College Counseling and Other Support 					

	Nork-Based arning
Co	nsider:
•	Supporting Work-base Learning activities the include care awareness exploration

Describe the specific K12 SWP activities and efforts supporting Work-Based Learning including efforts targeting underserved populations.

Identify the artifacts that will capture the activities and efforts conducted.

Describe the role *your community* college partner(s) play in supporting these activities and efforts.

Describe how your collaborative partner(s), K12 partner agency(ies), and/or other CTE resources will support this element.

Articulate the target numbers of individuals including students, teachers, faculty, other stakeholders, and underserved populations, who will engage in activities and efforts.

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- Provide targeted career awareness and exploration activities for E/AM that nurture growing interests and provide developmental activities that build efficacy & selfesteem.
- Provide career awareness and exploration activities for students to fully prepare E/AM students for college and career, such as guest speakers, field trips, job shadows and internships.
- Provide high-interest events and highlight programs for E/AM students such as:
- -- Manufacturing Day
- --Pathway Competitions

- Flyers, agendas, and events that recruit nontraditional students in E/AM events
- Career awareness and exploration educational materials and attendance rosters.
- Manufacturing Day flyers and materials, attendance rosters
- Pathway competition flyers and materials, attendance rosters
- Women in Manufacturing flyers and materials. attendance rosters
- Job Fair and Expo flyers and materials, attendance rosters
- Summer program recruitment flyers, attendance rosters

- Chabot College (CC) will coordinate with the LEAs on Manufacturing Day
- CC will partner with the LEAs on the Women in Manufacturing event
- CC will coordinate with the LEAs on **Pathway** Competitions
- CC will coordinate with LEAs on campus tours
- CC will promote their Summer Engineering program for LEA high school students

- LEAs will provide targeted career awareness and exploration activities for their Advanced Manufacturing and **Engineering** pathways.
- LEAs will coordinate and promote various events for their E/AM students. including:
- -- Manufacturing Day --Pathway Competitions --Women in Manufacturing Day -Job Fair and Expo
- LEAs will target outreach for nontraditional and underserved students to attend summer programs.
- LEAs will coordinate

- A minimum of semiannaul meetings between 7 Chabot College and K12 faculty to coordinate Manufacturing Day, **Pathways** Competitions, the Women in Manufacturing Day, the Job Fair and Expo, etc.
- Career awareness activities for all nontraditional E/AM students.
- Career exploration activities for all nontraditional E/AM students.
- Guest speakers of color chosen for E/AM classes.
- Workplace tours and job shadows with women and people of color for all E/AM

- --Women in Manufacturing
- --Job Fair and Expo
- Target outreach for non-traditional and underserved students to attend summer programs.
- Implement summer middle school exploration program and summer high school skill/transition programs.

- and promote the Chabot College Engineering Program for high school students.
- LEAs will coordinate and promote the Middle School Summer Program.
- non-traditional students
- 50 women and students of color participate in internships.
- Soft skill and leadership trainings for all women and students of color
- 100 MS women and students of color in E/AM summer program
- 50 HS students in Chabot summer Engineering program

BAY AREA COMMUNITY COLLEGE CONSORTIUM K12 STRONG WORKFORCE PROGRAM AGREEMENT BETWEEN

CABRILLO COMMUNITY COLLEGE DISTRICT

and

Eden Area ROP

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

1. RECITALS

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

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

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

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

2. AWARD AMOUNT

The total amount for this Agreement is \$1,118,686 for the project titled Strategic Support for Special Populations (SSSP) (NOVA ID 8881) and payment to Grantee shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved by the region's K12 SWP Selection Committee and entered into the California Community Colleges' NOVA system (hereinafter referred to as NOVA).

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

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

3. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall commence on July 1, 2020 and shall expire on December 31, 2022, unless terminated earlier in accordance with the termination provisions of this Agreement.

4. SCOPE OF WORK

Grantee shall carry out the activities and achieve the performance outcomes as presented in the Grantee's application and attached as Exhibit B: K12 SWP CTE Pathway/Program Work Plan.

5. MODIFICATIONS

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Fiscal Agent prior to the modification being made. The Fiscal Agent may require that a Grant Amendment be processed if the Fiscal Agent determines that a change would materially affect the project outcomes as described in the Objectives section of Exhibit A, Exhibit B: K12 SWP CTE Pathway/Program Work Plan , the terms of this Agreement or the terms included in the K12 Strong Workforce Program RFA - Appendix A: Program-Specific Legal Terms and Conditions available at k12swpRFAr2.baccc.net

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

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

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

6. INVOICING AND PAYMENT

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

Grantee may request payment for reimbursable expenditures for the remaining 30% of the total amount of this Agreement when actual expenditures and NOVA reported expenditures exceed the 70% advance payment. Payment(s) will be made upon receipt of an invoice. Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs. Fiscal Agent may request back-up documentation for expenditures if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by Fiscal Agent of any

reports due on or before the date of the submitted invoice. Final invoices for all performance under this Agreement are due no later than February 15, 2023.

The Grantee is obligated to provide proportional dollar match according to the terms set forth in the K12 Strong Workforce Program RFA (k12swpRFAR2.baccc.net), and as indicated in the Grantee's Application (Exhibit A: Objective and Financials). Documentation of required match will be provided to the Fiscal Agent in the manner and on the schedule posted on the BACCC K12 SWP website, k12swp.baccc.net.

7. REPORTING

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

Grantee shall prepare and submit outcomes data as required by §88828 (d) (8). Grantee and partnering local educational agencies shall enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and CCCCO for information sharing on K12 data. By November 1 immediately following the fiscal year for which data are being reported Grantee and partnering local educational agencies shall provide student-level data necessary to evaluate K12 SWP to CDE; beginning in 2020-21, submit all end-of-year data files, as applicable and required by K12SWP legislation, into the Cal-PASS Plus system; and notify their K-14 Technical Assistance Provider that data has been reported. As per the legislation, failure to provide this data may result in termination of the grant.

8. SUBGRANTING AND SUBCONTRACTING

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

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

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

9. RECORDS AND AUDITS

- A. The State Controller will include the audit instructions necessary to enforce the requirements pertaining to the K12 component of the Strong Workforce Program in the audit guide required by Section 14502.1.
- B. Grantee must maintain records regarding use of program funds and progress made towards completing the performance outcomes listed in Exhibit A: Objective and Financials and Exhibit B: K12 SWP CTE Pathway/Program Work Plan .
- C. Grantee shall maintain and make available expenditure data on career technical education programs for the purposes of verifying that the matching funds requirements as specified in the K12 Strong Workforce Program RFA (k12swpRFAR2.baccc.net) have been met.
- D. Parties agree that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

10. TERMINATION

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

11. DISPUTES

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

of the Fiscal Agent or the Chancellor's Office, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

12. INDEMNIFICATION

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

13. INSURANCE

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

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

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

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

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

14. INDEPENDENT CONTRACTORS

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

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

15. ASSURANCES

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code §§88827-88833, and with the guidance documents provided by the California Community College Chancellor's Office, K12 Strong Workforce Program RFA (k12swpRFAr2.baccc.net), and other guidance published by the California Community College Chancellor's Office, currently posted on Strong Workforce Program websites and the Regional Consortium's website:

https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/ K12-Strong-Workforce.

K12swp.baccc.net

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

16. FEDERAL, STATE, AND LOCAL TAXES

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

17. EQUAL OPPORTUNITY/NON-DISCRIMINATION

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

18. UNENFORCEABLE PROVISION

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

19. WAIVER

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

20. COMPLIANCE WITH APPLICABLE LAWS

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

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

21. INTELLECTUAL PROPERTY

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

22. ORDER OF PRECEDENCE

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

- 1) Process for requesting/approving budget/contract changes as posted on k12swp.baccc.net website
- 2) The Agreement,
- 3) K12 Strong Workforce Program RFA (k12swpRFAR2.baccc.net),
- 4) Exhibit A: Objective and Financials
- 5) Exhibit B: K12 SWP CTE Pathway/Program Work Plan

23. NOTICES/CONTACTS

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

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

For Fiscal Agent:

Name of CCD: BACCC % Cabrillo Community College District

Address: 6500 Soquel Drive City, State, Zip: Aptos, CA, 95003

Attention Name: Rock Pfotenhauer

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

For Grantee:

Name of Lead LEA: Eden Area ROP

Address: 26316 Hesperian Blvd City, State, Zip: Hayward, CA 94545

For project/program related matters:

Attention Name: Lauren Kelly

Title: Assistant Director of Educational Services

E-mail: lkelly@edenrop.org Telephone: (510) 293-2903

For fiscal related matters:

Attention Name: Ariel Owen

Title: Fiscal Services Administrator

E-mail: aowen@edenrop.org

Telephone: (510) 293-2906

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

25. SIGNATURES

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

FISCAL AGENT Cabrillo Community College District Michael Robins Director, Purchasing, Contracts, Risk Management, & Auxiliary Services
(signature)
(date)
GRANTEE
Eden Area ROP
Linda Granger
Superintendent
(signature)
(date)

K12 STRONG WORKFORCE PROGRAM AGREEMENT

Exhibit A: Objective and Financials

Lead Agency: Eden Area ROP

Project Title: Strategic Support for Special Populations (SSSP)

NOVA Link: https://nova.cccco.edu/swpk/plans/8881

Project ID: 8881
Subregion: East Bay

Objective

TARGETED RECRUITMENT: LEAs will recruit 350 students (50 to 1 per Case Manager-[CM]) to engage in the Strategic Support for Special Populations (SSSP) program. Career pathway students will be identified on one or more of the following challenges: academic performance, unduplicated students (free and reduced lunch, foster youth) or Perkins V special populations (disabled, homeless, pregnant or parenting, English Learners, justice involved). LEAs will have their CMs work with counselors and pathway teachers to recruit and sign up students for SSSP services. CASE MANAGEMENT/INDIVIDUAL SERVICE STRATEGY: LEAs will provide individual case management for students. Strategies include a comprehensive assessment paired with an individual service strategy. Support services will be based upon each student's individual needs. CMs will keep case notes on each student to document progress and communicate with teachers, counselors and parents. COMPREHENSIVE SUPPORTS: LEAs will provide students comprehensive support services, based upon their individual needs, along with their career pathway and occupational skills training. Services include: tutoring and study skills training, soft skills, leadership development, counseling and other needed support services. WARM HANDOFF: LEAs will work with Chabot College to collaborate with programs where students are introduced to the Chabot campus and staff, including initiatives that ease the stress of transitioning from K12 to college.

Funds Overview

Grant Amount	1,118,686	1:1 Match
Financial Contribution (Cash Match)	1,136,057	102%
In-kind Match	0	0%
Indirect (7.53%)	77,414	7.43%

Budget by Category of Expenditure (Object Code)

1000	2000	3000	4000 Supplies	5000	6000	7000	Totals
Instructional	Non-	Employee	and Materials	Other	Capital Outlay	Indirect Costs	
Salaries	Instructional	Benefits		Operating			
	Salaries			Expenses and			
				Services			
363,080	377,775	206,829	47,349	46,239		77,414	1,118,686

Agency	2020-21	2021-22	2022-23	Total
Castro Valley Unified	82,188	132,465		214,653
Eden Area ROP	33,580	43,834		77,414
Hayward Unified	148,958	239,065		388,023
San Leandro Unified	98,239	102,000		200,239
San Lorenzo Unified	123,179	115,178		238,357
Total	486,144	632,542	0	1,118,686

Contributions

Agency	Financial (Cash)	In-Kind	Total
Castro Valley Unified	74,855	0	74,855
Eden Area ROP	505,921	0	505,921
San Leandro Unified	81,975	0	81,975
Chabot College	44,939	0	44,939
Hayward Unified	263,315	0	263,315
San Lorenzo Unified	165,052	0	165,052
Total	1,136,057	0	1,136,057







K12 SWP CTE Pathway/Program Work Plan Template

The Work Plan template is a planning tool from which information can be copied and entered into NOVA.

As stated in the RFA, applicants are asked to identify only the Element(s) that the project will focus on using K12 SWP funds.

Applications that focus on one or two Elements are scored with equal consideration as applicants that focus on three or four Elements.

K14 Pathway Quality Elements	20 POINTS A. Work to be funded by K12 SWP	5 POINTS B. Artifacts of activities	15 POINTS C. Role of partner community college(s)	10 POINTS D. Collaborative partner(s), K-12 partner agency, and/or CTE resources	10 POINTS E. Indicators of accomplishments
1. Curriculum and Instruction	Describe the specific K12 SWP activities and efforts related to curriculum and instruction including efforts targeting underserved populations.	Identify the artifacts that will serve as evidence that these activities and efforts occurred.	Describe the role your community college partner(s) play in supporting these activities and efforts or describe outreach efforts.	Describe how your collaborative partner(s), K12 partner agency(ies), and/or other CTE resources will support this element.	Articulate the target numbers of individuals including students, teachers, faculty, other stakeholders, and underserved populations, who will engage in activities and efforts.

K14 Pathway Quality Elements	20 POINTS A. Work to be funded by K12 SWP	5 POINTS B. Artifacts of activities	15 POINTS C. Role of partner community college(s)	10 POINTS D. Collaborative partner(s), K–12 partner agency, and/or CTE resources	10 POINTS E. Indicators of accomplishments
 Sequencing CTE courses to align with post-secondary pathways Creating authentic opportunities for K12 and CC faculty to collaborate Aligning curricula with regional workforce needs 					

K14 Pathway Quality Elements	20 POINTS A. Work to be funded by K12 SWP	5 POINTS B. Artifacts of activities	15 POINTS C. Role of partner community college(s)	10 POINTS D. Collaborative partner(s), K–12 partner agency, and/or CTE resources	10 POINTS E. Indicators of accomplishments
2. College and Career Exploration	Describe the specific K12 SWP activities and efforts aligned to College and Career Exploration including efforts targeting underserved populations.	Identify the artifacts that will capture the activities and efforts conducted.	Describe the role your community college partner(s) play in supporting these activities and efforts.	* * * * * * * * * * * * * * * * * * * *	Articulate the target numbers of individuals including students, teachers, faculty, other stakeholders, and underserved populations, who will engage in activities and efforts.

K14 Pathway Quality Elements	20 POINTS A. Work to be funded by K12 SWP	5 POINTS B. Artifacts of activities	15 POINTS C. Role of partner community college(s)	10 POINTS D. Collaborative partner(s), K–12 partner agency, and/or CTE resources	10 POINTS E. Indicators of accomplishments
Consider: • Creating student exploration opportunities based on student identified interests					

K14 Pathway Quality Elements	20 POINTS A. Work to be funded by K12 SWP	5 POINTS B. Artifacts of activities	15 POINTS C. Role of partner community college(s)	10 POINTS D. Collaborative partner(s), K–12 partner agency, and/or CTE resources	10 POINTS E. Indicators of accomplishments
3. Postsecondary Transition and Completion	Describe the specific K12 SWP activities and efforts supporting Postsecondary Transitions and Completion including efforts targeting underserved populations.	Identify the artifacts that will capture the activities and efforts conducted.	Describe the role your community college partner(s) play in supporting these activities and efforts.	Describe how your collaborative partner(s), K12 partner agency(ies), and/or other CTE resources will support this element.	Articulate the target numbers of individuals including students, teachers, faculty, other stakeholders, and underserved populations, who will engage in activities and efforts.

Consider:

- Coordinating Dual Enrollment
- Developing College and Career Plans
- Supporting Matriculation
- Offering/Expanding College Counseling and Other Support
- Implement a system of individualized case management for 500 students from special populations (SPs) to be provided support to ensure academic, socioemotional and pathway success.
- Assess student needs in order to develop individual plans for SPs.
- Provide individual referrals to counseling & community support services for SPs.
- Provide support/tutoring for SPs in articulated courses.
- Monitor and document SPs progress in terms of grades, attendance, WBL, and behavioral components.

Develop and implement transition

- List of SPs to create a case load for case managers (CMs)
- Student needs assessment documents
- Case management logs
- Individualized academic and career plans for SPs
- Referrals and linkages to community assets and organizations
- SPs support plans
- SPs sign-in logs for tutoring in articulated courses;
- Academic accommodations and schedule of services listed in case notes.
- Schedule of academic tutoring sessions
- SPs' grades, attendance, WBL portfolio and behavioral incidents
- Documented and SPs transition plans
- SP meetings (attendance rosters)

 Chabot College (CC) has numerous programs that support SPs in their academic progress.

CC currently

- participates in monthly collaborative management meetings where Eden ROP and the LEAs meet to coordinate robust CTE pathways. We will use this meeting to foster relationships. refer to appropriate programs and make program
- CC will coordinate with the LEAs on articulations

decisions.

- CC will coordinate with the LEAs on connections to the programs that serve SPs.
- CC will coordinate with

- LEAs develop SSSP systems, identify and recruit students, hire case managers (CMs).
- LEAs' CMs meet, assess, and develop individual plans for SPs.
- LEAs' CMs provide referrals to district and community programs
- LEAs' CMs provide accommodations for SPs in articulated courses.
- LEAs' CMs review critical data (grades, attendance, etc.) and hold monthly check-ins with SPs.
- LEAs' CMs coordinated development and implementation of transition plans, including connections with Chabot College.

- 350 students in SSSP per year.
- Individualized plans for <u>all</u> SPs will be completed by end of Oct. each year.
- 50% of our students will receive referrals to district and community programs.
- Documentation of individual accommodations for SPs in articulated classes.
- Students will improve:
- --.20 in their GPA
- --10% in attendance, and
- --20% fewer referrals
- Documented monthly check-ins between CMs and all SPs.
- Completed transition plans for <u>all</u> SPs in terms of college and career.
- Senior survey of SPs for postsecondary goals
- Student and parent SP satisfaction survey

plans for SPs to	with Chabot College	the LEAs on	 Documented
create warm hand- offs, with a focus on Chabot College.	counselors and outreach staff. • SP rosters for events with Chabot College, including: -Student tours that highlight resources -Early registration -Meetings with DSPS counselors • -Linkages to specialized services for SP students.	transitions for outreach and to ensure a warm hand-off to CC and its services. CC presentations to students and parents regarding the programs and services provided to non-traditional students with disabilities. CC tours of college campus targeted to SPs provided in conjunction with the support programs and groups on the college campus eg. Aspire program (Low income students) CalWORKs (Welfare recipients) Disabled Student Programs and Services EOPS and Care (Educationally and socioeconomic	connection between students with IEP/504 with services at Chabot College.

K14 Pathway Quality Elements	20 POINTS A. Work to be funded by K12 SWP	5 POINTS B. Artifacts of activities	15 POINTS C. Role of partner community college(s)	10 POINTS D. Collaborative partner(s), K–12 partner agency, and/or CTE resources	10 POINTS E. Indicators of accomplishments
			challenges) -Puente (Latino students) -Striving Black Brothers (African American men) -Umoja program (African American students) -My Sister's Keeper (African American women) -Guardian Scholars (Foster students) -Excel (ESL support) -El Centro program etc.		

4. Work-Based Learning	Describe the specific K12 SWP activities and efforts supporting Work-Based Learning including efforts targeting underserved populations.	Identify the artifacts that will capture the activities and efforts conducted.	Describe the role your community college partner(s) play in supporting these activities and efforts.	Describe how your collaborative partner(s), K12 partner agency(ies), and/or other CTE resources will support this element.	Articulate the target numbers of individuals including students, teachers, faculty, other stakeholders, and underserved populations, who will engage in activities and efforts.
Consider: • Supporting Work-based Learning activities that include career awareness and exploration	 Provide career awareness and exploration activities for SPs that nurture growing interests and provide developmental activities that build efficacy & selfesteem. Provide supplemental activities (soft skills training, leadership activities, entrepreneurial skills, etc.) to fully prepare SPs for college and career. Provide carefully developed and developmentally 	 Flyers, Brochures, and Special Events targeted for SPs Case notes of career awareness and exploration activities. Schedule of trainings, documents from soft skills, and leadership trainings, plus training materials. WBL portfolio for SPs, internship workbook, assignments reviews and timecards. 	 CC will coordinate with the LEAs concerning campus groups such as the Disabled Students Resource Center that nurture interests and build efficacy and self-esteem. CC will coordinate with the LEAs on programs that provide services to: Disabled students Fostered students English Language 	 LEAs will staff various activities, including teachers (T's), case managers (CMs) and Work-Based Learning Specialists (WBLs) LEAs will provide career awareness and exploration activities for their SPs. LEAs will develop a series of soft skill, leadership and entrepreneurial skills trainings for SPs, as appropriate. LEAs will develop a series of WBL activities for SPs, including job shadows, mentorships, internships, etc. 	 Career awareness activities for all SPs. Career exploration activities for all SPs Guest speakers for all SP students Workplace tours for all SP students Soft skill trainings for all SPs, Leadership trainings for all SPs Job shadows for 175 SPs Internships for 175 SPs.

appropriate WBL and internship activities for SPs to support their college and career development.	learnersStudents in poverty Non-traditional students	
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DATE: August 6, 2020

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Ariel Owen, Fiscal Services Administrator

SUBJECT: Request the Governing Board to approve the Agreement with Del

Conte's Landscaping Inc. for Landscaping Services for the 2020-

2021 School Year

BACKGROUND

Each year the Eden Area ROP contracts for landscaping services.

CURRENT SITUATION

The attached agreement provides details of the services provided by Del Conte's Landscaping Inc. for the 2020-2021 school year.

CONSENT CALENDAR

41900 Boscell Rd, Fremont, CA 94538 • (510) 353-6030 • (510) 353-6036 (fax) • Cont. Lic # 672485 www.dclandscaping.com

LANDSCAPE MAINTENANCE SERVICES AGREEMENT FOR Eden Area R.O.P. ("Client") This is an agreement for landscape maintenance services ("Agreement") between the above-named Client and Del Conte's Landscaping, Inc. with principal place of business at 41900 Boscell Road, Fremont, California 94538, CSLB: 672485 ("Contractor"). A. SUBJECT PROPERTY 1. Job Site Name and Location Eden Area R.O.P. 26316 Hesperian Blvd. Hayward, CA 94545 ("Job Site") 2. Main Office Address Eden Area R.O.P. Attn: Ms. Ariel Owen 26316 Hesperian Blvd. Hayward, CA 94545 ("Main Office")

DCL Initial Eden Area ROP Initial



B. SCOPE OF SERVICES

1. Lawn Care

- i. **Mowing Frequency:** Lawns at the Job Site will be mowed at the following frequency:
 - 1. April 1 October 30: Lawns will be mowed weekly to ensure uniform height and a neat appearance.
 - 2. November 1 March 31: Lawns will be mowed only as reasonably needed to ensure uniform height and neat appearance
- ii. **Mowing Process:** Contractor uses a mulching lawn-mowing process, eliminating the need to remove grass clippings, while enhancing lawn health and improving water retention. Mowing shall not remove more than one and one-half inches $(1\frac{1}{2})$ of the above ground grass.
- iii. **Trimming and Edging:** Turf shall be trimmed next to walks, header-boards, around plants, around drains, utility boxes, tree wells, and adjacent to fences and buildings on a regular basis to ensure containment and a neat appearance.
- iv. **Weed Control:** A weed removal and control program, which will ultimately lead to control of crabgrass and broad-leafed herbaceous weeds, shall be employed with the use of proper water management and select herbicides.
- v. **Fertilization:** Fertilization will be scheduled on a regular basis as necessary to keep the lawn in a healthy, green, and vigorous condition. Contractor will fertilize to the limited extent of reasonable sustenance of plant health. Any and all soil tests performed by Contractor shall be charged to Client.

2. Shrubbery and Groundcover

- i. **Routine Pruning:** A regular pruning routine will be followed for all "Formal" trimmed shrubs or hedges. "Informal" shrubs or hedges will be trimmed as needed to maintain neat appearance, balanced growth habit and to prevent encroachment on walks, driveways, buildings, and windows. "Formal" and "Informal" hedges are defined per industry standard in the State of California.
- ii. **Shrub Wells:** Contractor will trim around shrubs and perennials as needed to prevent over-run by ground cover. Shrubs shall be kept free of vines at all times.

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- iii. **Routine Edging:** Edging of groundcover will be as needed to prevent encroachment on lawn areas, pavement areas, and buildings. Generally, groundcover and plant material will be trimmed 6"-10" inside containment to allow space for fresh growth.
- iv. **Weed Control:** Shrub beds will be maintained weed-free, as needed, using appropriate chemicals and manual weeding on a weekly basis. Chemicals will be in compliance with DPR Regulations for the State of California.
- v. **Fertilization:** Fertilization will take place on a regular basis during the growing season, recognizing the variable growing needs of differing plant material soil temperature. Schedule of program to be adjusted seasonally. Fertilization application shall be coordinated with operation of the automatic irrigation system to assure watering the day of application. Contractor will fertilize to the limited extent of reasonable sustenance of plant health. Contractor shall not modify and/or change the pH level of the soil and/or modify in any way the nutrient levels of the soil. Any and all soil tests performed by Contractor shall be charged to Client.

3. Trees

- i. **Routine Pruning:** Contractor will prune trees regularly to remove sucker growth, and as needed to maintain clearance from structures and 8 foot clearance above walkways and 12 foot clearance above roads. Trees shall be kept free of vines at all times.
- ii. **Tree Stakes:** For trees less than 15 feet in height, stakes, ties and guides will receive periodic checks and adjustments to ensure they are functioning properly, and/or removed when they are no longer required to support any individual tree. Damaged or broken stakes and ties will be replaced (as necessary) and billed as an extra.
- iii. **Pest Control:** Contractor may monitor the general well-being, such as insect/disease infestation, vehicle damage and general condition of these trees and advise when service or treatment is recommended.
- iv. **Fertilization**. Contractor will fertilize to the limited extent of reasonable sustenance of plant health. Contractor shall not modify and/or change the pH level of the soil and/or modify in any way the nutrient levels of the soil. Any and all soil tests performed by Contractor shall be charged to Client.
- v. **Tree Exceptions:** Trimming trees in excess of 15 ft. in height or 6 inches diameter shall not be part of this Agreement.



4. General Care

- i. Contractor will maintain a weed-controlled environment through cultivation, spraying, pulling, etc. of all landscape common areas on site, including parking area perimeters and paving joints. Contractor will spray all plant material (excluding trees above 15 feet in height or 6 inches in diameter) as needed with fungicides, insecticides and other appropriate solutions to control diseases and pests (anything detrimental to the general health) of the landscape plant material, excluding vertebrate pests.
- ii. Contractor will remove general litter, debris, and yard waste from landscape at completion of every service visit. This does not include large deposits or piles of disposal which shall be removed at additional charge to client. Available details for client to potentially subrogate will be provided to client. All debris resulting from any/all landscape work by Contractor shall be removed before leaving the Job Site.
- iii. During November through March, leaves will be raked during the normal service visits to regularly achieve a neat appearance.
- iv. This Agreement does not include control of vertebrate pests, which are considered an extraordinary condition. Contractor will monitor for damage from vertebrate pests and advise when service or treatment is recommended.
- v. Hand watering of pots and non-irrigated areas are expressly excluded from this Agreement.

5. Irrigation

- i. General: Contractor will comply with mandated water restrictions. Regulate automatic sprinkler systems (including drip systems) to optimize plant health, aesthetics, and water cost control, within limitation of system hardware and client-defined priorities. Routine inspections of irrigation systems shall be completed to report any breaks, recommended replacements and to adjust sprinkler heads for maximum coverage.
- ii. Watering Schedule: Contractor will maintain dynamic ET-Based (Evapo-Transpiration) irrigation timer schedules for each month of the watering season. Ten-year data averages from C.I.M.I.S. (California Irrigation Management Information System) will be utilized to establish monthly Programs. Additional programming will be implemented as needed to compensate for extreme weather fluctuations. While this information is maintained and implemented for the benefit of our clients, it is proprietary to Contractor.

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- iii. Wireless Remote Timer Control: Wireless remote control devices will be installed on all irrigation timers to facilitate Contractor's enhanced irrigation service during the term of this contract. Remote control devices will be removed, and the system returned to original operation processes, upon cancellation of contract by either party. There is no cost-to-client associated with installation or removal of control devices.
- iv. **Site-Maps:** Contractor will maintain detailed site maps including, but not limited to, the following: timer locations; backflow locations; water meter locations; station zoning; crop type; application hardware; water meter service areas. While this information is maintained for the benefit of servicing the property, the development of such information is done at no charge and it is the proprietary work product of Contractor. All such information is available for client viewing at our office in Fremont, but is subject to Contractor's copyright and other intellectual property rights.
- v. Routine Maintenance Repairs: Labor and material required for repairs associated with routine maintenance of sprinkler system shall be billed as an extra. Routine maintenance repairs are defined as correction of malfunction or rupture downstream of the lateral tee located prior to sprinkler assembly up to and including the sprinkler head. Typically, routine maintenance repair is the result of malfunctions found during system checks (performed three (3) to four (4) times per year), or work order requests originating from client entities and Contractor site management staff. Labor is not charged for repairs of this nature.

IRRIGATION REPAIR PRE-AUTHORIZATION

This Pre-Authorization will enable existing minor irrigation repairs to be completed during the Routine - Maintenance system inspection. This authorization will prevent damage to landscape and waste of water which could occur without immediate repair of your irrigation system.

Please initial one of the following options to indicate a desired course of action during the performance of routine maintenance repairs to the irrigation system:

Initial here:	To authorize Contractor to proceed with repairs with the Pre-Authorized Limit of:	\$300.00
Initial here:		(Please fill in below.)

DCL Initial Eden Area ROP Initial



	To authorize Contractor to proceed with repairs at an alternative amount from above, as follows:	
Initial here: AO	If Contractor must submit a written for subsequent approval from Clien broken irrigation parts.	

- vi. Non Routine Maintenance Repairs: Non routine maintenance irrigation repairs and consulting shall be billed on a labor time plus materials ("T&M") basis. When the cost of T&M repair exceeds clients-defined preauthorized limits as set forth in Section v above, a proposal will be submitted for authorization prior to commencement of work. By default, mainline repair, valve replacement, timer replacement, wire tracking, and other items requiring significant use of billable labor will be submitted for approval by authorized agent prior to commencement. Upgrades, which by definition are optional enhancements to the systems, will always be submitted for written approval prior to commencement. Non-emergency labor rate is currently \$/65.00 hour.
- vii. Emergency Irrigation Repairs: Irrigation is the life blood of landscapes in California during much of the year. In such event that non-routine irrigation repairs ordinarily submitted for written authorization are needed immediately in order to avoid damage to the landscape, Contractor will make every reasonable effort to contact authorized agent for approval, which shall be by telephone and e-mail, to proceed (i.e. rupture of mainline has rendered irrigation inoperative, the landscape is already dry, and plant material will be significantly damaged and/or lost if water is not restored immediately).

EXIGENT CIRCUMSTANCE CONSENT

In the event that an emergency irritation repair is needed and after reasonable efforts, Contractor is unable to contact Client, this authorization will prevent damage to landscape and will authorize Contractor to take reasonable action in response to the emergency irrigation repair.

DCL Initial Eden Area ROP Initial



Please initial one of the following options to indicate a desired course of action in such event that attempts to contact authorized agent proves unsuccessful:			
Initial here:	To authorize Contractor to proceed with repairs and other billable action deemed necessary to avert damage to landscape that would otherwise occur without prompt restoration of irrigation system. Within constraints of situation, the most efficient technique available will be employed to minimize labor and material costs Involved.		
Initial here:AO	If you prefer that Contractor wait for availability and subsequent approval from an authorized agent of Client. Note that if this term is selected that Contractor shall be obligated to take no action despite the exigent circumstance, and Client understands that this could result in damage to the landscape.		

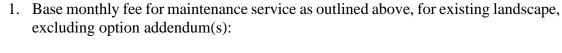
6. Miscellaneous

- i. Contractor shall provide all equipment, tools, labor, and materials required to accomplish the Scope of Work outlined by this Agreement, unless otherwise indicated.
- ii. Response to emergency calls during non-production hours will be billed at a charge of \$100.00 for the first 15 minutes. Any additional time over 15 minutes will be billed as T&M at \$100.00 per hour. Production hours are 7:00 a.m. 3:30 p.m., Monday through Friday, excluding holidays.
- iii. Account Manager to attend monthly walk-through with board and/or manager, as requested.
- iv. Contractor agrees to respond to all work or service orders within one week or as arranged, except emergencies which are to be attended to as soon as commercially reasonably possible.
- v. Four (4) sets of keys to applicable property gates, necessary access boxes, etc., must be supplied to Contractor prior to beginning of service period.

DCL Initial



C. PAYMENT TERMS



\$1,590.26
("Base Monthly Maintenance Service Fee")

- 2. Payment to be received before the first day of month following the month of service.
- 3. Invoice must be paid within 15 days of the invoice date. There will be 1.5% of contract amount or a minimum \$35.00 late fee charge per month on late invoices, whichever is higher.
- 4. Client's billing address is as follows:

Eden Area R.O.P. Attn: Ariel Owen 26316 Hesperian Blvd. Hayward, CA 94545

D. TERM AND TERMINATION

1. **Effective Date:** The effective commencement date of this Agreement shall be as follows:



2. **Term**: This Agreement shall endure for a term of one (1) year and shall be automatically renewed for the next year with a cost of living adjustment applied to the contract pricing at each contract anniversary. The pricing adjustment shall be equal to the Annual Adjustment of the CPI Index for the SF Bay Area, if not otherwise terminated.



3. **Termination**: To terminate this Agreement, either party can serve a 30-day written notice to the other.

E. DEFAULTS, COLLECTION, AND MECHANIC'S LIENS

- 1. In the event of default of payment by Client, after 60 days of non-payment past the date payment was due, a penalty fee of 15% shall incur on the balance owed. In the event Contractor shall pursue collections against Client, Client shall be liable for collection fees, court costs, expenses, reasonable attorney's fees, and all incidental and consequential damages arising from the default.
- 2. The parties hereby agree and acknowledge that the Scope of Services as provided by Contractor result in permanent improvements to the Subject Property as set forth herein. Thus, in the event of non-payment or default, the parties agree and acknowledge that Contractor may file a mechanic's lien against the property.
- 3. Per the law of the State of California, Client is advised that anyone who helps improve real property but who is not paid may record a mechanic's lien on that real property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against the real property and recorded with the county recorder.
- 4. Per the law of the State of California, Client hereby agrees, represents, and warrants that Client shall provide the following Notice to the property owner of the Subject Property: NOTICE TO PROPERTY OWNER. EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, if the person or firm that has given you this notice is not paid in full for labor, service, equipment, or material provided or to be provided to your construction project, a lien may be placed on your property. Foreclosure of the lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor, or (2) any other method that is appropriate under the circumstances. This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the construction project. If you record a notice of cessation or completion of your construction project, you must within 10 days after recording, send a copy of the notice of completion to your contractor and the person or firm that has given you this notice. The notice must be sent by registered or certified mail. Failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.



5. The Contractors' State License Board (hereinafter "CSLB") is the state consumer protection agency that licenses and regulates construction contractors. For more information about the CSLB, visit www.cslb.ca.gov or write to CSLB at P.O. Box 2600, Sacramento, California 95826.

F. GENERAL INDEMNIFICATION

- Client hereby agrees to indemnify and hold harmless Contractor against loss or threatened loss or expense by reason of the liability or potential liability of Contractor for or arising out of any claims for damages, including payment and compensation for reasonably-incurred attorney's fees and other related professional fees.
- 2. Contractor shall not be held liable for damage caused by irrigation malfunctions that Contractor was not aware of and/or did not cause.
- 3. Contractor shall not be held liable for structural or landscape damage associated with written directives from an authorized agent from Client when such directives are contrary to Contractor's professional recommendation.

G. CONTRACT TERMS

- 1. **No Waiver or Cumulative Remedies.** No failure or delay on the part of any undersigned party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
- 2. **Inurement.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 3. Merger and Integration. This Agreement and the schedules attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by the undersigned parties.
- 4. **Force Majeure**. In the event of unforeseen disasters, events, or conditions that the parties were not able to contemplate at the execution of this Agreement, such as sabotage, riots, terrorism, political or governmental complications, market conditions, or natural occurrences such as hurricanes, floods, earthquakes, etc. or other Acts of God, either party may cite force majeure as a cause to terminate the Agreement effective immediately.

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- 5. **Severability.** If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 6. **Descriptive Headings.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of terms contained herein. Unless the context of this Agreement otherwise requires, references to "hereof," "herein," "hereby," "hereunder" and similar terms shall refer to this entire Agreement.
- 7. **Authority and Authorization**. The undersigned parties hereby represent and warrant that he or she has been duly authorized by its corporate entity or principal to enter into this Agreement and to bind that corporate entity or principal to the terms hereof.

executed this		parties cause this Agreement to be duly signed and and year in the City of
CONTRACTO	PR:	CLIENT:
X		X
	Del Conte's Landscaping,	
Company:	Inc.	Company:
Signor's Name:	Tom Del Conte	Signor's Name:
Position/Title:	President	Position/Title:
Date Signed:		Date Signed:
Location:	41900 Boscell Common Fremont, CA 94538	Location:



DATE: August 6, 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 L & M

Investments for the Lease for Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from October 2020

through September 2021

BACKGROUND

The Eden Area ROP's Governing Board approved the assumption of the Construction Craft Training Center (CCTC) operations on September 1, 2016.

CURRENT SITUATION

In order to continue providing services, the Eden Area ROP recommends that we continue to lease the Turlock facility to provide electrical training to adults. Attached is the lease agreement between L & M Investments and the Eden Area ROP for the property located at:

2430 Acme Court, Turlock, CA 95380

The lease agreement will commence from October 1, 2020 to September 30, 2021.

CONSENT CALENDAR



υa	Ate (For reference only): June 24, 2020 L & M Investments	("Landlord") and
	Eden Area ROP	("Tenant") agree as follows:
1.	PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described	as:
	2480 Acme Court, Turlock, CA	("Premises"), which
	comprise approximately 50 % of the total square footage of rentable space in the entire property. See exhibit	for a further
_	description of the Premises.	(11.O
2.	TERM: The term begins on (date) October 1, 2020 (Check A or B):	("Commencement Date")
		PM. Any holding over after the
	term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party	
	paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in	
	conditions of this agreement shall remain in full force and effect.	
	B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by givin	
	least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on the control of the intended termination date, subject to any applicable laws. Such notice may be given on the control of the control	
2		
J.	A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY:)	
	(1) \$ 1700.00 per month, for the term of the agreement.	
	(2) \$ per month, for the first 12 months of the agreement. Commencing with the 13th	month, and upon expiration of
	each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price	
	Statistics of the Department of Labor for All Urban Consumers ("CPI") for	
	(the city nearest the location of the Premises), based on the following formula: Base Rent will be multip	
	preceding the first calendar month during which the adjustment is to take effect, and divided by the m Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the mor	
	adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alter	
	reflects the CPI.	mate mack that most closely
	(3) \$ per month for the period commencing and ending	and
	\$per month for the period commencing and ending	and
	per month for the period commencing and ending	
	(4) In accordance with the attached rent schedule. (5) Other:	
	B. Base Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the 1st (or) and is delinquent on the 1st (or) and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) and of each calendar month, and is delinquent on the 1st (or) are calendar month.	the post day
	C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar r	nonth shall be prorated based
	on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent f	or the second calendar month
	shall be prorated based on a 30-day period.	
4.	RENT:	
	A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, ex	
	B. Payment: Rent shall be paid to (Name) L & M Investments P.O. Box 766, Turlock, CA 95381	at (address) , or at any other
	location specified by Landlord in writing to Tenant.	, or at any other
	C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenan	t is billed by Landlord.
5.	EARLY POSSESSION: Tenant is entitled to possession of the Premises on	
	If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Bas	e Rent, and (ii) Tenant is
	is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Con	nmencement Date, Ten ant is
	obligated to comply with all other terms of this agreement.	
6.	SECURITY DEPOSIT:	
	A. Tenant agrees to pay Landlord \$ as a security deposit. Tenant agrees not to hold Brown as a security deposit.	
	(IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security do	sposit by the same proportion
	as the increase in Base Rent. B. All or any portion of the security deposit may be used, as reasonably necessary, to: (I) cure Tenant's default in page 1.	avment of Rent late charges
	non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, cause	
	licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any	
	Tenant, SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RE	
	security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after	
	Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an iter	
	amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion demonstrates the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion	
	deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.	or the security deposit, after
	C. No interest will be paid on security deposit, unless required by local ordinance.	
	$\Lambda_{\mathcal{A}}$	w.
_ar	ndlord's Initials () () Tenant's Initials () (
∌ 2(015, California Association of REALTORS®, Inc.	

Pre	emises: 2480 Acme Court, Turlock, CA 95380			Date	lune 24, 2020
7.	PAYMENTS:				
		TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A.	Rent: From 10/1/2020 To 9/30/2021	\$ 1700.00/month	\$	\$	
	Date Date Security Deposit	\$			
C.	Other:Category	\$. \$	_ \$	S
D.	Other:	\$	\$	\$	
E.	Category Total:	\$			
	PARKING: Tenant is entitled to to parking ☑is ☐ is not included in the Base Ru an additional \$ per m campers, buses or trucks (other than pick-up tr leaking oil, gas or other motor vehicle fluids sh vehicles is not allowed in parking space(s) or else	ent charged pursuant nonth. Parking space(rucks). Tenant shall p nall not be parked in p sewhere on the Premi	to paragraph 3. If not i s) are to be used for pa ark in assigned space parking spaces or on t	ncluded in the Base Rent, arking operable motor vehi (s) only. Parking space(s) he Premises. Mechanical	the parking rental fee shall be cles, except for trailers, boats are to be kept clean. Vehicles
	ADDITIONAL STORAGE: Storage is permitted. The right to additional storage space is storage space shall be an additional storage space storage space shall be an additional storage space storage space shall be an additional storage space spac	is not included in the per m which another has any ives, or other danger it's use of the storage enant acknowledges the of which are extrement ting expenses, and la days after date due, s 10% interest per an gree that these charg late charge, delinque fee shall not constitu of the date Rent is du	onth. Tenant shall story right, title, or interest. rous or hazardous mararea. hat either late payment ely difficult and impract te charges imposed or or if a check is returnum on the delinquent es represent a fair and nt interest, or NSF feet a waiver as to any determinent.	e only personal property the Tenant shall not store any terial. Tenant shall pay for of Rent or issuance of a Nitical to determine. These of Landlord. If any installmented NSF, Tenant shall parmount and \$25.00 as a Nitical reasonable estimate of the due shall be paid with the lefault of Tenant, Landlord's	at Tenant owns, and shall no improperly packaged food o r, and be responsible for, the SF check may cause Landlord costs may include, but are no int of Rent due from Tenant is lay to Landlord, respectively SF fee, any of which shall be a costs Landlord may incur by e current installment of Rent is right to collect a Late Charge
11.	CONDITION OF PREMISES: Tenant has example following exceptions:				504 SASSAN AND SELECTION OF SEL
	ZONING AND LAND USE: Tenant accepts the makes no representation or warranty that Premi regarding all applicable Laws. TENANT OPERATING EXPENSES: Tenant agr	ises are now or in the	future will be suitable	for Tenant's use. Tenant h	as made its own investigation
	PROPERTY OPERATING EXPENSES: A. Tenant agrees to pay its proportionate share area maintenance, consolidated utility and se to the total square footage of the rentable sp.	ervice bills, insurance,	and real property taxes	, based on the ratio of the s	quare footage of the Premises
OR	B. (If checked) Paragraph 14 does not apply	у.			
15.	USE: The Premises are for the sole use as				
	No other use is permitted without Landlord's pri property insurance, Tenant shall pay for the incre				
16.	RULES/REGULATIONS: Tenant agrees to cor any time posted on the Premises or delivered annoy, endanger, or interfere with other tenant limited to, using, manufacturing, selling, storing waste or nuisance on or about the Premises.	nply with all rules and to Tenant. Tenant sh ts of the building or r	d regulations of Landlo all not, and shall ensu neighbors, or use the	ord (and, if applicable, Ow re that guests and license Premises for any unlawful	ner's Association) that are a les of Tenant do not, disturb purposes, including, but no
	MAINTENANCE: A. Tenant OR (If checked, Landlord) shall water systems, if any, and keep glass, windden the Premises, Landlord may contract for or p. B. Landlord OR (If checked, Tenant) shall	ows and doors in open perform such mainten	rable and safe condition ance, and charge Tena	n. Unless Landlord is checl int for Landlord's cost.	ked, if Tenant fails to maintain
	Landlord's Initials () ()		Tenant's In	iitials () (

Premises: 2480 Acme Court, Turlock, CA 95380	Date June 24, 2020
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18. ALTERATIONS: Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.

- 19. GOVERNMENT IMPOSED ALTERATIONS: Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. ENTRY: Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. SIGNS: Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or _______) day period preceding the termination of the agreement.
- 22. SUBLETTING/ASSIGNMENT: Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. POSSESSION: If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ________) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. TENANT'S OBLIGATIONS UPON VACATING PREMISES: Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. BREACH OF CONTRACT/EARLY TERMINATION: In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damages from Tenant.
- 27. HAZARDOUS MATERIALS: Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION: If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.

andlord's Initials (_b(_)	Tenant's Initia	als ()	(
	·-				



- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE): Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER: Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION: This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS: Landlord states that the Premises has, or has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises has, or has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

35. DISPUTE RESOLUTION:

- A. MEDIATION: Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES: (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
 - (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
 - (3) BROKERS: Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARRITRATION."

ARBITRATION."	IDED IN THE ARBITRATION OF	DISPUTES PROVISION	TO NEUTRAL
ANDITION.	Landlord's Initials <u> </u>	Tenant's Initials/	n
Landlord's Initials () ()	Tenant's Initials ()()	^
CL REVISED 12/15 (PAGE 4 of 6)	EDCIAL I EASE AGDEEMENT (CL DAGE	- 4 O - 0)	EQUAL HOUSING
COMM	DUTAL LEASE AGDEEMENT IN DAGE	- A ()- K)	rpenati Nity

Premi	ises: 2480 Acme Court, Turlock, CA 95380	Date June 24, 2020
36. J	OINT AND INDIVIDUAL OBLIGATIONS: If there is more that erformance of all obligations of Tenant under this agreement, jo	in one Tenant, each one shall be individually and completely responsible for the intly with every other Tenant, and individually, whether or not in possession.
37. N	OTICE: Notices may be served by mail, facsimile, or courier at	the following address or location, or at any other location subsequently designated:
Landle	ord: L & M Investments	Tenant: Eden Area ROP
	P.O. Box 766	
	Turlock, CA 95381	
	e is deemed effective upon the earliest of the following: (i) perso days after mailing notice to such location by first class mail, pos	nal receipt by either party or their agent; (ii) written acknowledgement of notice; or tage pre-paid.
38. W	AIVER: The waiver of any breach shall not be construed as a c	ontinuing waiver of the same breach or a waiver of any subsequent breach.
39. IN		andlord harmless from all claims, disputes, litigation, judgments and attorney feet
40. O	THER TERMS AND CONDITIONS/SUPPLEMENTS:	
_		
:		
_		
-		
-		
_		
-		
Th	ne following ATTACHED supplements/exhibits are incorporated	in this agreement: Option Agreement (C.A.R. Form OA)
41. A	TTORNEY FEES: In any action or proceeding arising out of thir	s agreement, the prevailing party between Landlord and Tenant shall be entitled to
	asonable attorney fees and costs from the non-prevailing Landk	ord or Tenant, except as provided in paragraph 35A. ments between Landlord and Tenant are incorporated in this agreement, which
co ag its pro	onstitutes the entire contract. It is intended as a final expression greement or contemporaneous oral agreement. The parties furth terms, and that no extrinsic evidence whatsoever may be int	n of the parties' agreement, and may not be contradicted by evidence of any prior ner intend that this agreement constitutes the complete and exclusive statement of roduced in any judicial or other proceeding, if any, involving this agreement. Any affect the validity or enforceability of any other provision in this agreement. This
La fin ind ha	andlord has utilized the services of, or for any other reason own nder, or other entity, other than as named in this agreement, if quiries, introductions, consultations, and negotiations leading to	s) the fee agreed to, if any, in a separate written agreement. Neither Tenant not es compensation to, a licensed real estate broker (individual or corporate), agent, in connection with any act relating to the Premises, including, but not limited to, to this agreement. Tenant and Landlord each agree to indemnify, defend and hold gents, from and against any costs, expenses, or liability for compensation claimed in 43.
Lis	GENCY CONFIRMATION: The following agency relationships a sting Agent:	re hereby confirmed for this transaction: _ (Print Firm Name) is the agent of (check one):
Se	the Landlord exclusively; or both the Tenant and Landlord. elling Agent: the Tenant exclusively; or the Landlord exclusively; or both	(Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
	eal Estate Brokers are not parties to the agreement between Ter	
Landlo	ord's Initials () ()	Tenant's Initials () ()
CL R	EVISED 12/15 (PAGE 5 of 6)	

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant			Date	
(Print name)				
		City	State	Zip
Tenant			Date	N.S. II. (1990)
(Print name)				
(S)		City	State	Zip
which is hereby ac successors and assi attorney fees include Landlord and Tenan	onsideration of the execution of this Agre knowledged, the undersigned ("Guaran gns, the prompt payment of Rent or other ad in enforcing the Agreement; (ii) consen it; and (Iii) waive any right to require Land are seeking to enforce this Guarantee.	tor") does hereby: (i) guarantee unco sums that become due pursuant to this t to any changes, modifications or altera	onditionally to Landlord a Agreement, including any ations of any term in this A	and Landlord's agents, and all court costs and Agreement agreed to by
Guarantor (Prin	t Name)			
Guarantor			Date	
Address	Fax	City F-mail	State	Zip
Address	gent with authority to enter into this agree	ement) City City s who are not also Landlord in this agre	State CA Date State sta	Zip 95381 ZipZip
By (Agent)		CalBRE Lic. #	Date	
Telephone	Fax	E-mail	The state of the s	
Real Estate Broker (Listi	ing Firm)		CalBRE Lic. #	
Address		City	State	Zip
Telephone		The state of the s		
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REAL ESTATE BL	JSINESS SERVICES, INC. California Association of REALTORS®			

CL REVISED 12/15 (PAGE 6 of 6)

525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by

Date



DATE: August 6, 2020

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Mercedes Henderson, Human Resources Administrator

SUBJECT: Request the Governing Board to approve the Ongoing Agreement

with Lozano Smith, LLP for Legal Services

BACKGROUND

Occasionally, the Eden Area ROP seeks outside council for matters related to the operations of our organization.

CURRENT SITUATION

The attached is a copy of the attorney representation agreement between Lozano Smith, LLP and the Eden Area ROP effective July 1, 2020 for approval.

CONSENT CALENDAR



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2020, between the EDEN AREA REGIONAL OCCUPATIONAL PROGRAM ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

- 1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
- 2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
- 3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.
- 4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

- 5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.
- 6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.
- 7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

- a. <u>Termination by Client</u>. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.
- b. <u>Termination by Mutual Consent or by Attorney</u>. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.
- c. <u>Following Termination</u>. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be

deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

- 9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.
- 10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

- a. <u>Mediation</u>. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.
- b. <u>Dispute Regarding Fees</u>. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

- Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.
- d. <u>Effect of Termination</u>. The terms of this section shall survive the termination of the Agreement.
- 12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.
- 13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

- 14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.
- 15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.
- 16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Eden Area Regional Occupational Program	Lozano Smith, LLP
BY (Authorized Signature)	BY (Authorized Signature)
	Karen M Persendes
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
	Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED
	07/22/2020



PROFESSIONAL RATE SCHEDULE FOR EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 350 per hour
Associate	\$ 215 - \$ 285 per hour
Paralegal / Law Clerk	\$ 135 - \$ 195 per hour
Consultant	\$ 135 - \$ 195 per hour

^{*} Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

2. <u>BILLING PRACTICE</u>

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing \$ 0.25 per page
Facsimile \$ 0.25 per page
Postage Actual Usage
Mileage IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

^{**} Rates for work performed by Senior Partners with 20 years of experience or more may range from \$350 - \$385 per hour.



DATE: August 6, 2020

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Agreement with

School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2020-2021 School

Year

BACKGROUND

Joint Powers Authority ROP programs throughout the state have joined together with School Services of California over the past few years to collectively advocate for the needs of career technical education programs statewide. Previously, this agreement has been managed via Metro Ed as the fiscal lead. The rate for each ROP is based on the number of ROPs participating.

CURRENT SITUATION

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

- 1. Preserve and protect the State's ongoing CTE funding and programs
- 2. Maintain flexibility of workforce
- 3. Preserve LCFF funding levels

Fiscal Impact: \$4,500 from the ROP general fund.

CONSENT CALENDAR



Career Technical Education Joint Powers Authority Coalition

Letter of Agreement to Participate 2020–21

expresses its agreement to participate in the Career Technical Education Joint

Powers Authority Coalition (Coalition	on), effective July 1, 2020, th	rough June 30, 2021.	
		ort and participate in legislative efforts for sustained ct funding for JPAs that provide CTE programs.	
Inc. (SSC) to provide legislative s representing and advocating on b	ervices for the Coalition. Lehalf of the Coalition befornance, the California Depart	MetroED) will contract with School Services of California Legislative services shall include, but not be limited to be the California State Legislature, the Governor's Office from the California Community College te.	
as well as regular conference calls updates on matters related to CTE	throughout the year. Meet and to give Coalition member eir CTE programs. SSC staff	n-person meetings (to the extent possible) of the Coalition tings and conference calls shall be used to provide policiers a shared space to discuss best practices and to identify will work with members of the Coalition to develop the	
30, 2021. The contracted amount w	vill be equal to \$4,500 per pa	12 months, beginning July 1, 2020, and terminating June rticipant, which includes expenses. O per participant, for the term of the contract.	
Superintendent Name:			
Email Address:			
Name of JPA:			
Enrollment Count:	County	·:	
Mailing Address:			
Telephone No.:		Fax No.:	
List of Participating School Distric	ets:		
Membership Fee:	\$4,500.00		
Additional Contacts (for CTE JPA Co	palition emails):		
Name	Job Title	Email Address	
Signature		Date	
Please make checks payable to MetroED. This serves as an official invoice.			

Please make checks payable to MetroED and submit this agreement along with payment to

c/o Tina Gerges School Services of California Inc. 1121 L Street, Suite 1060 Sacramento, CA 95814

Questions? Email: kellys@sscal.com or leilania@sscal.com

ACTION ITEMS



DATE: August 6, 2020

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Governing Board

Policy and Administrative Regulation 0470: COVID-19 Mitigation

Plan

BACKGROUND

By law, districts are mandated to adopt policies and administrative regulations to help ensure that districts are legally compliant. New laws are passed by the legislature and congress every year and our policies can quickly become out-of-date. The last thorough review of all of the Eden Area ROP Governing Board policies and administrative regulations occurred in the 2019-2020 school year.

CURRENT SITUATION

Board Policy and Administrative Regulation 0470: COVID-19 Mitigation Plan has been updated based on the feedback and discussion at the July 23, 2020 Governing Board meeting. What follows is the second reading of updated Governing Board Policy And Administrative Regulation 0470 to reflect current law and regulations.

RECOMMENDATION

It is recommended that the Governing Board approve the second reading and adoption of the Governing Board Policy and Administrative Regulation 0470: COVID-19 Mitigation Plan.

COVID-19 MITIGATION PLAN

The following policy establishes actions that will be taken by the Eden Area Regional Occupational Program (Eden Area ROP) to provide a safe learning and working environment during the coronavirus (COVID-19) pandemic, and shall supersede any conflicting language in existing Eden Area ROP policies or administrative regulations until the Governing Board determines that the need for this policy no longer exists. The Governing Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting Eden Area ROP operations are subject to change without notice. In the event that any federal, state, or local order may conflict with this policy, the order shall govern.

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(cf. 2210 - Administrative Discretion Regarding Board Policy)
(cf. 5141.22 - Infectious Diseases)
(cf. 9310 - Board Policies)
```

The Governing Board may also adopt resolutions or take other actions as needed to respond to such orders or provide further direction during the pandemic.

The Governing Board recognizes that students and staff have the right to a safe campus that protects their physical and psychological health and well-being. School campuses shall only be open when deemed safe for in-person instruction. The Governing Board's decision to reopen school campuses for classes, shall be made in consultation with state and local health officials, the county office of education, and partner school districts. The Eden Area ROP shall evaluate its capacity to implement safety precautions and to conduct full or partial school operations, and shall consider student, parent/guardian, staff and community input.

```
(cf. 0400 - Comprehensive Plans)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
```

The Superintendent or designee shall also provide information on the processes and protocols that the Eden Area ROP will follow to minimize the health risks associated with COVID-19, including, but not limited to, physically separating individuals (social distancing), limits on large gatherings, the provision of personal protective equipment (PPE) such as masks and gloves, and the sanitization of facilities in consultation with local and state officials.

```
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6020 - Parent Involvement)
```

Student Support

The Governing Board recognizes that the consequences of the COVID-19 pandemic, including fear for one's safety, the economic crisis, the loss of school-based relationships, and disruptions in student learning, impact all students but may have a disproportionate effect on the youngest students, students with disabilities, those students most vulnerable to basic needs insecurity or child abuse and neglect, and other at-risk students.

```
(cf. 0415- Equity)
```

Staff shall pay careful attention to students' increased mental health concerns. Counseling, other support services, and/or referrals to other agencies shall be available to assist students in dealing with the social and emotional effects of COVID-19, such as stress, anxiety, depression, grief, social isolation, and post-traumatic stress disorder.

```
(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
```

As needed, the Eden Area ROP may provide referrals of students and families to basic needs assistance or social services.

```
(cf. 6173 - Education for Homeless Children)
```

The Superintendent or designee shall ensure that staff understand their obligations as mandated reporters to report suspected child abuse or neglect, regardless of whether the student is on campus or participating in distance learning.

```
(cf. 5141.4 - Child Abuse Prevention and Reporting)
```

Instruction/Schedules

The Eden Area ROP shall offer a combination of on-campus instruction and distance learning to meet the needs of all students.

```
(cf. 6157 - Distance Learning)
(cf. 6158 - Independent Study)
```

The Superintendent or designee shall work with partner districts to recommend to the Governing Board a schedule of on-campus instruction. If all students cannot attend on-campus instruction due to space limitations as a result of social distancing requirements, the Superintendent or designee shall consider arrangements for rotating groups of students, such as on a daily or weekly basis.

```
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
```

For distance learning, lessons may be delivered through live video sessions, pre-recorded lectures, or other technology-based distance learning platforms and/or the Eden Area ROP may supplement on-campus instruction with home assignments. As much as possible, distance learning shall be provided through small-group synchronous learning.

Training shall be provided to teachers and other instructional staff involved in distance learning, including training on how to use any technology or platform approved for distance learning by the school and opportunities for the sharing of best practices among instructional staff. Available training resources may also be provided to students and parents/guardians when necessary.

Grading

For each grading period, student progress shall be reported in accordance with BP/AR 5121 - Grades/Evaluation of Student Achievement. However, in the event that school campuses are closed for an extended period of time during any grading period, the Governing Board may, upon recommendation by the Superintendent or designee, adopt one or more alternative grading policies which may vary by grade level or type of course. Options for such grading include, but are not limited to:

- 1. Assignment of final grades based on the student's grades when the campus shutdown occurred, with opportunities to increase the final grade based on progress through distance learning or other assignments and assessments
- 2. Assignment of pass/no pass grades for all courses
- 3. Grading based on students' understanding of applicable course content through assessments, projects, portfolios, or other appropriate means

(cf. 5121 - Grades/Evaluation of Student Achievement)

Student Absence and Attendance

The Governing Board recognizes that COVID-19 will continue to impact the attendance of students following the reopening of school campuses. The Superintendent or designee shall notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or lives with someone who has been diagnosed with COVID-19 to stay home in accordance with state and local health directives so as to curtail the spread of the disease.

Students who are infected with COVID-19 shall be excluded from on-campus instruction until a medical provider states in writing that the student is no longer contagious. (Education Code 49451; Health and Safety Code 120230; 5 CCR 202)

When a student is absent, the student's parent/guardian shall notify the school of the reason for the absence. A physician's verification of a student's illness or quarantine may be submitted, but is not required.

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(cf. 5113 - Absences and Excuses)
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If a student would otherwise be required to attend on-campus instruction but is kept home by the parents/guardians due to concerns for the welfare of their child, the Superintendent or designee shall work with the student and parent/guardian to find alternative means of instruction, which may include distance or blended learning, independent study, printed class assignments, or other reasonable means.

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(cf. 6154 - Homework/Makeup Work)
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The Superintendent or designee shall maintain enrollment and student attendance data, including the participation of students in distance learning, and shall report data in accordance with state requirements.

The Eden Area ROP employee designated as the attendance supervisor pursuant to Education Code 48240 shall track patterns of student absence throughout the Eden Area ROP and regularly report such information to the Superintendent. When a student who is participating in distance learning repeatedly fails to check in with the teacher when required, the teacher and/or attendance supervisor shall attempt to contact the student or parent/guardian to resolve the issues leading to the absence.

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(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5113.11 - Attendance Supervision)
```

Social Distancing

In order to maintain a campus environment that allows for social distancing, the Eden Area ROP shall assess the capacity of school facilities, including classrooms, and outdoor areas, and determine the means by which the facilities can best be utilized considering space and time alternatives. To the extent reasonably possible, the Eden Area ROP may:

- 1. Within classrooms, space desks at least six feet apart and position them in a way that limits students facing each other
- 7. Assess the capacity of school buses and develop a plan for bus routes and bus seating consistent with social distancing objectives

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(cf. 3540 - Transportation)
(cf. 3543 - Transportation Safety and Emergencies)
```

8. Encourage students to walk, bicycle, or travel by private vehicle to reduce the number of students traveling on school buses. Schools may provide designated areas with proper distancing for bicycles to be stored during the school day, and may mark spaces for private vehicle drop-off and pick-up zones.

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(cf. 5142.2 - Safe Routes to School Program)
```

Large gatherings, such as assemblies, rallies, field trips, extracurricular activities, and athletic events, shall be suspended until the Governing Board determines, consistent with guidance from state and local health officials, that it is safe to resume such activities. The Superintendent or designee may grant an exception if an activity can be arranged to take place in phases or per class, or modified in a manner that would keep participants from violating social distancing recommendations. When deciding whether an activity may resume, the Superintendent or designee may consider the size of the group that participates, the extent to which the students and other attendees have physical contact, whether the activity can be modified to avoid physical contact, if shared equipment is required for the activity, and if social distancing can be maintained.

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(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6153 - School-Sponsored Trips)
```

Personal Protective Equipment and Hygiene Practices

The Governing Board encourages students, staff, and visitors to wear PPE while on school campuses or school buses, especially in high-traffic areas and/or when social distancing is not possible. If the use of PPE in schools is required by state or local health officials, the Eden Area ROP shall provide PPE to students and staff who do not bring their own personal PPE. Students and staff shall be provided instruction in the proper use, removal, disposal, and cleaning of PPE.

Face coverings shall not be required for children younger than two years, or for anyone who has trouble breathing or is incapacitated or otherwise unable to remove the covering without assistance. Reasonable accommodations shall be made for anyone who is unable to wear a face covering for medical reasons.

The Governing Board also encourages students and staff to practice good hygiene, such as appropriate covering of coughs and sneezes and regular hand washing of at least 20 seconds, including before eating and after blowing one's nose, coughing, or sneezing. The Eden Area ROP shall provide adequate time and opportunity for students to wash hands, and shall make hand sanitizer available in areas where handwashing is less accessible. Signage regarding healthy hygiene practices and how to stop the spread of COVID-19 may be posted in and around school facilities.

Sanitization of Facilities and Equipment

School facilities, school buses, and shared equipment such as desks, tables, sports/playground equipment, computers, door handles, light switches, and other frequently used equipment and supplies shall be cleaned and disinfected daily with appropriate cleaning agents. Disinfectants and cleaning agents shall be stored properly and in a manner not accessible to students.

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(cf. 3510 - Green School Operations)
(cf. 3514.1 - Hazardous Substances)
(cf. 4157/4257/4357 - Employee Safety)
```

Staff

Any employee who contracts the virus, shows symptoms of possible infection, or is caring for someone who has been diagnosed with the virus shall self-quarantine for the period of time recommended by health authorities in order to prevent the spread of the disease to students or other staff.

An employee may use personal illness and injury leave and/or family care and medical leave, as applicable, if the employee is unable to work because the employee is ill or needs to take care of a spouse, parent/guardian, or child with COVID-19 or other serious health condition. (Education Code 44978, 45191; Government Code 12945.1-12945.2; Labor Code 245-249; 29 USC 2601-2654)

```
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)
```

Follow-Up with Infected Persons/Contact Tracing

The Superintendent or designee shall work with county health officials to track confirmed cases of students and staff with COVID-19, including, but not limited to, following up with students, their parents/guardians, and staff who exhibit symptoms while at school and those who report an absence or miss work due to illness. The Superintendent or designee shall report confirmed cases to local health authorities.

Nondiscrimination

The Governing Board prohibits discrimination based on actual or perceived medical condition or disability status. (Government Code 11135)

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(cf. 0410 - Nondiscrimination in District Programs and Activities)
```

Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public

education because of their COVID-19 status or medical condition. Staff shall not disclose confidential or privileged information, including the medical history or health information of students and staff. (Education Code 49450)

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(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
```

The Superintendent or designee shall investigate any reports of harassment, intimidation, and bullying targeted at any student based on COVID status, exposure, or high-risk status.

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(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
```

Community Relations

The Superintendent or designee shall use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding Eden Area ROP operations, school schedules, and steps the Eden Area ROP is taking to promote the health and safety of students. In addition, the members of the Governing Board have a responsibility as community leaders to communicate matters of public interest in a manner that is consistent with Governing Board policies and bylaws regarding public statements.

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(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)
(cf. 9010 - Public Statements)
```

The Eden Area ROP shall continue to collaborate with local health officials and agencies, community organizations, and other stakeholders to ensure that Eden Area ROP operations reflect current recommendations and best practices for keeping students, staff, and visitors safe during the COVID-19 state of emergency. The Superintendent or designee shall keep informed about resources and services available in the community to assist students and families in need.

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(cf. 1400 - Relations Between Other Governmental Agencies and the Schools) (cf. 1700 - Relations Between Private Industry and the Schools)
```

While the Governing Board recognizes the rights of parents/guardians to participate in the education of their children and the critical importance of parental involvement in the educational process, all visitors and volunteers are encouraged to respect guidelines regarding social distancing and large gatherings. School visitors and volunteers shall be limited in number and expected to observe all Eden Area ROP protocols for COVID-19. The Superintendent or designee may place signage around the school advising that visitors and volunteers may be required to use PPE while on school sites and interacting with school personnel, and may keep a supply of such equipment available for their use.

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(cf. 1240 - Volunteer Assistance)
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(cf. 1250 - Visitors/Outsiders) (cf. 1330 - Use of School Facilities)

Potential Reclosure of Campus

The Eden Area ROP shall monitor student and staff absences and data provided by local health officials to determine if there is a risk of resurgence of COVID-19 and a need to reclose

school campus for the protection of students, staff, and the community. The Superintendent or designee shall develop plans and procedures for alternative methods of operations to the extent possible in the event that reclosure becomes necessary.

If local health officials report that there has been no community transmission of COVID-19, or minimal to moderate transmission in the community, school campuses may not necessarily be closed, but the Eden Area ROP shall continue to take all preventative measures described in this policy.

If local health officials report substantial community transmission of COVID-19, campus closures of more than two weeks may be necessary, and the Superintendent or designee shall cancel group activities and events during that period. Campuses shall not reopen until recommended by local health officials.

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

44978 Sick leave for certificated employees

45191 Leave of absence for illness and injury, classified employees

48205 Excused absences

48213 Prior parent notification of exclusion; exemption

48240 Supervisors of attendance

49451 Exemption from physical exam; exclusion from attendance

GOVERNMÊNT ČODE

11135 Nondiscrimination in programs or activities funded by state

12945.1-12945.2 California Family Rights Act

HEALTH AND SAFETY CODE

120230 Exclusion from attendance

LABOR CODE

245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 2

11087-11098 California Family Rights Act

CODE OF REGULATIONS, TITLE 5

202 Exclusion from attendance

306 Explanation of absence

420-421 Record of verification of absence due to illness and other causes

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended, especially:

2601 Paid sick leave

2620 Public health emergency leave

UNITED STATES CODE, TITLE 42

1760 Note National School Lunch program waivers addressing COVID-19

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.702 Family and Medical Leave Act of 1993

Management Resources:

CSBA PUBLICATIONS

Sample School Board Resolution on Grading During Emergency School Closures

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

FAQs for 2019 Novel Coronavirus

FAQs on Grading and Graduation Requirements

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

CDPH Guidance for the Prevention of COVID-19 Transmission for Gathering, March 16, 2020

School Guidance on Novel Coronavirus or COVID-19, March 7, 2020

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Considerations for Schools, rev. May 19, 2020

Interim Guidance for Schools and Day Camps, May 2020

Interim Guidance for Administrators of U.S. K-12 Schools and Child Care Programs to Plan, Prepare,

and Respond to Coronavirus Disease 2019 (COVID-19), March 25, 2020

OFFICE OF THE GOVERNOR PUBLICATIONS

Executive Order N-30-20, March 17, 2020

Executive Order N-26-20, March 13, 2020

OFFICE OF MANAGEMENT AND BUDGET PUBLICATIONS

Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19) Due to Loss of Operations, Memorandum M-20-17, March 19, 2020

U.S. DEPARTMENT OF LABOR POSTERS

Employee Rights: Paid Sick Leave and Expanded Family and Medical Leave Under the Families First

Coronavirus Response Act

WEB SITES

CSBA: http://www.csba.org

California Department of Education: http://www.cde.ca.gov California Department of Public Health: https://www.cdph.ca.gov

Centers for Disease Control and Prevention: https://www.cdc.gov/coronavirus/2019-ncov

Office of the Governor: https://www.gov.ca.gov

Office of Management and Budget: https://www.whitehouse.gov/omb

U.S. Department of Labor: https://www.dol.gov World Health Organization: https://www.who.int

Policy adopted:



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the adoption of

Resolution 2-20/21: Signature Card-Board Members, Resolution 3-20/21: Signature Card-Authorized Agents: Payroll Warrants and Disbursements and Resolution 4-20/21: Signature Card-Authorized

Agents: Official Documents and Reports

CURRENT SITUATION

Pursuant to Education Code Section 42632 for K-12 and Section 85232 for community colleges, require that signatures of all Governing Board members and signatures of persons authorized by the Governing Board to sign orders must be filed with the County Superintendent of Schools.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 2-20/21: Signature Card-Board Members, Resolution 3-20/21: Signature Card-Authorized Agents: Payroll Warrants and Disbursements and Resolution 4-20/21: Signature Card-Authorized Agents: Official Documents and Reports.



Resolution No. 2 20/21 Fiscal Year 2020-2021

Signature Card-Board Members

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

WHEREAS, pursuant to Education Code Section 42632 for K-12 Education and Section 85232 for Community Colleges, each order drawn on the funds of a school district shall be signed by at least a majority of the members of the Governing Board of the district, or by a person or persons authorized by the Governing Board to sign orders in its name; and

WHEREAS, the Governing Board of each school district shall be responsible for filing such signatures with the County Office of Education per Education Code Section 42633; and

WHEREAS, this resolution supersedes all previous resolutions representing signatures of the Governing Board, and declares said prior resolutions null and void;

NOW, THEREFORE BE IT RESOLVED that the following signatures are those of each member presently serving on the Governing Board:

1.		Jo A.S. Loss
	Signature	Type Name
2.		Dr. Robert Carlson
	Signature	Type Name
3.		Peter Oshinski
	Signature	Type Name
4.		Juan Campos
	Signature	Type Name

	SED AND ADOPTED by of August 2020 by th	by the Governing Board of the Eden Area ROP on this 6 th ne following vote:	
AYES NOE ABS	ES: FENTIONS:		
•		ution, I hereby certify that the signature(s) appearing e affixed in my presence.	
	 Date	Signature, President of the Governing Board	
	All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY 2019-2020 , approved March 5, 2020 , as our current list of signers.		
	 Date	Signature, President of the Governing Board	



Resolution No. 3 20/21 Fiscal Year 2020-2021

Signature Card - Authorized Agents Payroll Warrants & Disbursements

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

WHEREAS, pursuant to Education Code Section 42632 for K-12 Education and Section 85232 for Community Colleges, each order drawn on the funds of a school district shall be signed by at least a majority of the members of the Governing Board of the district, or by a person or persons authorized by the Governing Board to sign orders in its name; and

WHEREAS, the Governing Board of each school district shall be responsible for filing such signatures with the County Office of Education per Education Code Section 42633; and

WHEREAS, this resolution supersedes all previous resolutions authorizing such signature(s) on behalf of the Governing Board, and declares said prior resolutions null and void:

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Eden Area Regional Occupational Program (ROP) authorizes and empowers the following person(s) to sign orders in its name effective as of the date of this resolution:

1.		Linda Granger	
	Signature	Type Name	
	Su	uperintendent	
-		Title	
2		Craig Lang	
	Signature	Type Name	
	Director of Adult Programs		
=		Title	
3.		Bernard Phelan	
	Signature	Type Name	
	Director o	f Educational Services	
-		Title	
4.		Elaine Alvite	
	Signature	Type Name	
	Assistant Director of Educational Services		
=		Title	

	5.		Lauren Kelly	
		Signature	Type Name	
		F	Pathway Coordinator	
			Title	
	6.		Mercedes Henderson	
		Signature	Type Name	
		Huma	ın Resources Administrator	
			Title	
	7.		Anthony Oum	
		Signature	Type Name	
		Fisco	al Services Administrator	
			Title	
	8.		Ariel Owen	
		Signature	Type Name	
		Fisco	al Services Administrator	
			Title	
		ADOPTED by the 102020 by the 1020	ne Governing Board of the Eden Area ROP on thi ollowing vote:	s 6 th
AYES NOES ABSTI ABSE	S: ENTIONS:			
			n, I hereby certify that the signature(s) appearing fixed in my presence.	J
	Date		Signature, President of the Governing Board	_
All board signers or authorized agents remain unchanged from the process fiscal year. Please consider the resolution from FY as our culist of signers.				
	 Date		Signature, President of the Governing Board	_



Resolution No. 4 20/21 Fiscal Year 2020-2021

Signature Card-Authorized Agents Official Documents & Reports

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

WHEREAS, the Eden Area Regional Occupational Program (ROP) occasionally must provide signature approval on certain official documents and reports, including local, State and Federal reports, such as Transportation, Attendance, and Class Size Reduction; and

WHEREAS, this resolution supersedes all previous resolutions authorizing such signature(s) on certain official documents and reports, and declares said prior resolutions null and void;

NOW, THEREFORE BE IT RESOLVED that the Governing Board hereby duly authorizes and empowers the following person(s) to sign all documents and reports pertinent to conducting the business of the Eden Area ROP, effective as of the date of this resolution:

1.		Linda Granger	
	Signature	Type Name	
	Suj	perintendent	
		Title	
2.		Craig Lang	
	Signature	Type Name	
	Director	of Adult Programs	
		Title	
3		Bernard Phelan	
	Signature	Type Name	
	Director of	Educational Services	
		Title	
4.		Elaine Alvite	
	Signature	Type Name	
	Assistant Director	of Educational Services	
		Title	

	5.		Lauren Kelly
	J	Signature	Type Name
		F	Pathway Coordinator
			Title
	6.		Mercedes Henderson
	o	Signature	Type Name
		Humo	n Resources Administrator
			Title
	7.		Anthony Oum
	,·	Signature	Type Name
		Fisc	al Services Administrator
			Title
	8.		Ariel Owen
	0	Signature	Type Name
		Fisc	al Services Administrator
			Title
		•	ne Governing Board of the Eden Area ROP on this 6 th ollowing vote:
AYES NOES ABST ABSE	S: ENTIONS:		
			n, I hereby certify that the signature(s) appearing fixed in my presence.
	Date		Signature, President of the Governing Board
		r. Please co	uthorized agents remain unchanged from the prior nsider the resolution from FY as our current
	Date		Signature, President of the Governing Board



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 5-20/21: Support for Funding for Schools and

Communities Act

BACKGROUND

Funding for California public schools moved from a local to state level in the 1970's with the implementation of the Serrano v. Priest ruling. The passage of Proposition 98 by California voters in 1988 created an annual minimum expenditure on K-14 public education. The passage of the Local Control Funding Formula (LCFF) which was implemented in the 2013-2014 school year, changed how Proposition 98 funds were distributed among the K-12 public institutions.

CURRENT SITUATION

As part of its ongoing efforts to ensure that all students benefit from the resources needed for a high-quality education, we are in full support of the Schools and Local Communities Funding Act in order to increase funding for K-12 schools, community colleges, and other critical services. "Our members are charged with providing a 21stcentury education that prepares a diverse student population for an increasingly competitive, global and technological society. Yet, the funding from the state is inadequate for this task and just a fraction of that offered by some peer states," explained CSBA CEO & Executive Director Vernon M. Billy. Despite boasting the fifth largest economy in the world and the highest gross domestic product of any state, California ranks near the bottom nationally in nearly every measure of school funding and staffing. Under the Local Control Funding Formula (LCFF), revenue for K-12 schools has only recently returned to 2007-2008 levels, meaning funding has not substantially increased, on an inflation-adjusted basis, for more than a decade. In order to meet the growing needs of California's 6.2 million public school students and address the financial challenges faced by rising costs, the adoption of this resolution demonstrates Eden Area ROP Governing Board's endorsement of the Schools and Local Communities Funding Act to restore \$11 billion for schools, community colleges, and other critical neighborhood services by closing California's commercial property tax loophole, maintaining protections for small businesses, homeowners, and renters.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of 5-20/21: Support for Funding for Schools and Communities Act.



Support for Funding for Schools and Communities Act

WHEREAS, since the passage of Proposition 13 in 1978, school funding in California has experienced severe limitations in what was once the main source of funding for schools, the property tax; and

WHEREAS, while the intent of Proposition 13 is to help homeowners, loopholes in the system have permitted major commercial and industrial properties to avoid reassessment, a windfall to commercial property owners at the expense of vital school funding, and

WHEREAS, the property tax has shifted away from commercial property and toward residential property throughout the state and in virtually every county; and

WHEREAS, per-pupil support, relying on state funding, has declined from the top 10 in the nation to the bottom 10 and

WHEREAS, school funding is \$3400 per pupil under the national average, while California's cost of living is among the highest in the nation,

WHEREAS, public schools in California face challenges in providing an equitable and fair education for a student population with vast differences in language, poverty, parental education level, and other social, educational, and economic factors; and

WHEREAS, research has proven that investments in high needs students raises achievement levels, lowers poverty, and increases the productivity of the workforce,

WHEREAS, estimates by academic researchers at USC have identified that reassessing commercial property will bring \$11.4 billion in property taxes to cities, counties, special districts, and schools; and

WHEREAS, USC has identified that nearly 80% of the revenue will come from just 6% of large properties, owned by corporations and wealthy investors, many of them out-of-state; and

WHEREAS, USC research shows that a majority of commercial owners already pay close to market value, making the current system inequitable among businesses, benefitting large owners who have held land for a long period; and

WHEREAS, the current failure to close the commercial property loophole has led to poor land use and inflated land values, particularly limiting the ability to provide adequate high-density housing and land use; and

WHEREAS, signatures are currently being gathered to qualify Schools and Local Communities Funding Act for the November ballot; and

WHEREAS, the measure provides for at least \$4.8 billion annually for schools K-14, and

WHEREAS, the measure will provide funding to all districts, over and above Prop. 98 funding and following the local control funding formula to all students in need in all districts, and

WHEREAS, school district bonds will be retired faster or rates lowered,

WHEREAS, the Act will also provide billions in funding yearly for cities, counties, and special districts in locally controlled revenues for parks, public safety, housing, infrastructure, health and human services, libraries and the environment,

WHEREAS, the Act will improve land use, provides tax relief to small businesses, and level the playing field among businesses;

NOW, THEREFORE BE IT RESOLVED, The Eden Area ROP endorses the Schools and Local Communities Funding Act.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 6th day of August 2020 by the following vote:

AYES: NOES: ABSTENTIONS: ABSENT:	
	Linda Granger ROP Governing Board Clerk, Eden Area RO Alameda County, State of California



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Mercedes Henderson, Human Resources Administrator

SUBJECT: Request the Governing Board to approve the Administrative

Personnel as Competent to Evaluate Certificated Staff and Review

Policy 4315.1

BACKGROUND

Policy 4315.1: Administrative and Supervisory Personnel was approved by the Governing Board on June 7, 2012 and shall be reviewed by the Eden Area ROP Governing Board biennially.

In accordance with Policy 4315.1 it is necessary that the Eden Area ROP meet the obligation to conduct timely evaluation of work performance of certificated personnel. The Superintendent shall determine a program leading to evaluation certification and shall recommend to the Board qualified evaluators of instruction.

CURRENT SITUATION

It is recommended that the following administrative personnel be approved as competent to evaluate certificated personnel:

Linda Granger Superintendent

Craig Lang Director of Adult Programs
Bernard Phelan Director of Educational Services

Elaine Alvite Assistant Director of Educational Services

Lauren Kelly Pathway Coordinator

RECOMMENDATION

It is recommended that the Governing Board approve the administrative personnel as competent to evaluate certificated staff.



GOVERNING BOARD POLICY HANDBOOK

Administrative and Supervisory Personnel

BP 4315.1

STAFF EVALUATING TEACHERS

It is the intent of the Governing Board to certify that personnel assigned to evaluate teachers have demonstrated competency in instructional methodologies and evaluation of instruction. The Superintendent shall determine a program leading to evaluation certification and shall recommend to the Board qualified evaluators of instruction. The Board shall approve criteria developed by the Superintendent and certify the competence of personnel recommended by the Superintendent as having met the criteria. Performance standards established as a result of this policy shall be communicated to all affected individuals.

This policy shall be reviewed biennially by the Eden Area Regional Occupational Program (ROP) Board.

Legal Reference:

EDUCATION CODE

33039 Guidelines for teacher evaluation
44660-44665 Evaluation and assessment of performance of certificated employees
44681-44689 Administrator training and evaluation
GOVERNMENT CODE

3543.2 Scope of representation (re evaluation procedures)

Policy adopted: June 7, 2012

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GOVERNING BOARD POLICY HANDBOOK

Administrative and Supervisory Personnel

AR 4315.1(a)

STAFF EVALUATING TEACHERS

Criteria for certification of qualified evaluators will include but not be limited to:

- 1. Possession of a valid administrative services or supervision and coordination credential.
- 2. Demonstrated understanding of adopted curriculum priorities, policies, and practices; including development, implementation and evaluation.
- 3. Demonstrated understanding of adopted standards on student progress.
- 4. Demonstrated competence in instructional methodologies.
- 5. Understanding of adopted policies and procedures for personnel supervision, performance evaluation, and staff development.
- 6. Demonstrated skills in supervision of instruction.
- 7. Demonstrated skills in techniques of evaluation of instruction

Procedures Leading to Evaluation Certification

The Superintendent shall:

- 1. Identify individual evaluators.
- Determine that the following qualifications for certification have been met.
 - a. Possession of a valid administrative services or supervision and coordination credential.
 - b. Competencies in instructional methodologies.
 - c. Competencies for supervision of instruction.
 - d. Techniques and procedures for evaluation and instruction.
- 3. Assess individual evaluator's demonstration of competencies
- 4. Develop a professional improvement program for/with each evaluator.
- 5. Implement professional improvement programs.



GOVERNING BOARD POLICY HANDBOOK

AR 4315.1(b)

STAFF EVALUATING TEACHERS (continued)

- 6. Develop and implement system for monitoring each evaluator's skills and progress.
- 7. Recommend to the Governing Board those administrators who in his/her opinion qualify for evaluation certification.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Bernie Phelan, Director of Educational Services

SUBJECT: Request the Governing Board to approve the MOU with the

California Homebuilding Foundation (CHF) to manage the Building Industry Technology Academy (BITA) for the 2020-2021 School Year

BACKGROUND

The California Building Industry Foundation (CBIF) was founded in 1978 by the California Building Industry Association (CBIA) and renamed as the California Homebuilding Foundation (CHF) in 2007.

The Foundation was created to house a widespread college scholarship program for students majoring in homebuilding and construction-related fields, dedicated to pursuing long-term careers in the industry.

The Building Industry Technology Academy (BITA) high school construction trades curriculum, created by the Building Industry Association of Orange County (BIAOC) in 2002, was acquired by CHF in 2012.

CURRENT SITUATION

The Eden Area ROP would like to partner with BITA, a four-year construction trades training curriculum offered as a Career Technical Education (CTE) program. The curriculum and support services are provided to California high schools by the California Homebuilding Foundation (CHF). BITA has a-g approved program status with the University of California.

Our students will develop their career portfolio, participate in field trip experiences at industry sites, be exposed to networking opportunities with local businesses, and take advantage of internship opportunities.

<u>Fiscal Impact</u>: Program provides \$5,000 towards materials for Construction Technology Program.

RECOMMENDATION

It is recommended that the Governing Board approve the MOU with the California Homebuilding Foundation (CHF) to manage the Building Industry Technology Academy (BITA) for the 2020-2021 school year.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA HOMEBUILDING FOUNDATION AND EDEN AREA ROP

This Memorandum of Understanding ("Agreement") is entered into as of 8/6/20 ("Effective Date"), by and between the California Homebuilding Foundation, a California non-profit corporation ("CHF") and Eden Area ROP.

RECITALS:

- A. Eden Area ROP is a public school district serving students in the Castro Valley Unified School District (CVUSD), Hayward Unified School District (HUSD), San Lorenzo Unified School District (SLZUSD), and San Leandro Unified School District (SLUSD).
- B. CHF has established and manages a statewide charitable educational program known as the Building Industry Technology Academy (BITA).
- C. For the success of BITA, CHF relies upon school teachers and administrators, local high schools and school districts to implement local educational programs for the benefit and education of their students. In support of local BITA programs, CHF provides educational materials and identifies opportunities and provides financial support through industry fundraising.
- D. Eden Area ROP desires to implement a local BITA program at the Eden Area ROP center serving one of more of its high schools as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

AGREEMENT

- 1. <u>Term.</u> This Agreement shall commence on the Effective Date and shall continue for twelve (12) months, with the option to renew on an annual basis for an additional twelve (12) month term.
- 2. <u>Termination</u>. Either party may terminate this Agreement without cause upon providing notice to the other party not less than sixty (60) days prior to the first day of a semester's classes as set forth in ROP's academic calendar. In the event of termination, the parties will cooperate to minimize disruption to existing or continuing programs. It is understood that the extension or renewal of this Agreement at any point beyond the initial one-year term shall be contingent upon the continued interest and mutual agreement of the parties.

- 3. ROP Responsibilities. During the Term, ROP shall have the responsibility to:
 - a. Provide administrative and support staff with resources and time to oversee and facilitate the BITA program.
 - b. Develop an annual plan based on student interest and enrollment to:
 - i. Ensure that the BITA construction technology materials are made available to the instructors as funding permits
 - ii. Hire and retain qualified career technology instructors. Involvement and input from partnering organizations available if requested.
 - iii. Provide a variety of increasingly challenging work-based learning activities throughout the school year as funding permits.
 - c. ROP shall provide or cause to be provided facilities as determined appropriate, in its sole discretion, to accommodate BITA. It is anticipated that ROP will designate a classroom, shop area and work yard with adequate storage for materials. In addition, ROP shall provide the equipment necessary to run BITA on its campus and will make the BITA construction technology materials available to its instructors.
 - d. ROP shall hire and retain qualified career technology instructors and will provide the appropriate administrative and support staff to BITA. ROP shall also provide the necessary administrative and support staff to establish articulation agreements with local community colleges.
 - e. ROP will provide a variety of increasingly challenging work-based learning activities throughout the school year as funding permits, including providing adequate supervision of its students while visiting off-site locations as provided in Section 5 of this Agreement.
 - f. ROP shall create and conduct pre and post surveys of student's participation in BITA. In addition, ROP, in cooperation with CHF will explore the implementation of a post-high school tracking system to provide summary information concerning the operation of BITA to CHF. Said summary information shall comply with all confidentiality and privacy laws such as FERPA and Cal. Ed. Code Section 49060 et seq., and will not include any identifiable student information.
 - g. ROP shall utilize the name "Building Industry Technology Academy" or BITA only in connection with programs undertaken pursuant to this agreement.

- h. ROP shall assure that the operation of BITA within its jurisdiction shall be in compliance with the legal provisions of the California Education Code and other applicable provisions of state, federal or local laws and regulations.
- 4. <u>CHF Responsibilities.</u> During the Term, CHF shall have the following responsibilities:
 - a. CHF shall continue to develop and maintain curriculum for BITA, which shall be aligned to the California Career Technical Education Standards/Common Core State Standards/SCANS, which can be replicated.. The Curriculum shall be reviewed by industry professionals, and shall include course outlines, lesson plans, tests, standards alignment, and all other necessary instructional documents. CHF shall provide the Curriculum to ROP to be considered for, and implemented as appropriate into, the BITA program.
 - b. In addition to the Curriculum, CHF shall provide, or cause to be provided, workforce demand, labor statistics information, resource data, and new construction technology insights to be utilized in the classroom for the BITA program.
 - c. CHF shall promote the BITA program to the building industry and in the local community, particularly in the greater Eden Area ROP area, and encourage the contribution of materials, volunteers and financial resources.
 - d. In conjunction with ROP staff, CHF shall provide input and review of the BITA pre-training and post-training surveys. Using a continuous cycle of improvement approach, review and analyze the BITA survey results to determine next steps. Additionally, in conjunction with ROP staff, CHF shall provide input and review the BITA post-high school tracking system, including analyzing the results to identify needed adjustments to the program.
 - e. CHF shall conduct fundraising efforts both statewide and locally, in an effort to raise funds that can be contributed to and/or dedicated for the benefit of BITA, under the direction of CHF's Board of Trustees and consistent with CHF's bylaws and policies. Locally these funds will be intended to offset the district's cost of equipment, facility maintenance and special projects necessary to run BITA.
 - f. As part of its fundraising, CHF will seek funds specifically for a variety of increasingly challenging work-based learning experiences. However, as set forth in Section 5, CHF shall have no obligation or liability for providing supervision on such work-based learning experiences, which shall be managed solely by ROP as part of its local BITA program.
- 5. <u>Use of BITA Name</u>. The BITA name is a service mark or trade name of CHF reserved for the exclusive use of programs while they are supported by CHF working

- in cooperation with various educational institutions. As such, CHF enjoys all rights to the name. ROP agrees that it will not use the BITA name without the expressed approval of CHF pursuant to this Agreement and renewals or restatements thereof.
- 6. CHF Not Liable for Student Supervision. ROP agrees and acknowledges that CHF shall not have control over, nor shall provide any supervision of students whether on campus or off campus for site visits and/or field trip excursions. ROP shall assume all responsibility for the safety and conduct of its pupils, and the enforcement of the rules and regulation necessary to their protection, on and off campus, as required by state and federal law.
- 7. <u>No Joint Venture.</u> This Agreement shall not create a joint venture, partnership, or any other relationship of association between the parties.
- 8. <u>Dispute Resolution</u>. If any claim or controversy arises out of this Agreement (each a "Dispute"), the parties shall first enter into good faith negotiations to resolve the Dispute through their respective managements. In the event such good faith negotiations fails to settle any Dispute within sixty (60) days from notice of the Dispute, the parties shall try in good faith to settle the Dispute by non-binding mediation administrated by a mediator upon whom both the ROP and the CHF agree, and if the Dispute persists, the parties consider arbitration before resorting to litigation.
- 9. Governing Law. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, the state in which the Agreement is signed.
- 10. <u>No Third Party Rights.</u> Nothing in this Agreement is intended to make any person or entity that is not a signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 11. Each Party shall not disclose records received from the other Party, which have been designated as confidential, including personnel records and student records pursuant to FERPA and California Education Code Section 40973, *et seq.* In the event a Foundation receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, it shall tender the request to District who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.
- 12. The parties hereto agree that the relationship created by this MOU is that of independent contractors. Each party will be responsible for providing its own salaries, payroll taxes, withholding, workers' compensation coverage, and other benefits of

any kind, as required by law, for its own employees. The failure of parties to meet any of its obligations, including but not limited to, obtaining satisfactory liability insurance, shall be deemed a material breech of this MOU. Each party is responsible to ensure that its employees working within the District schools are successfully screened for tuberculosis and fingerprinted and free of any convictions for violence, sex, or drug offenses prior to working in the program, failure of any of said screening shall be deemed a material breech of this MOU.

- 13. It is the policy of ROP that in connection with all educational services and programs, there will be no discrimination against any pupil, employee, or contractor because of race, color, ancestry, national origin, handicap, religious creed, sex, sexual orientation, age, or marital status. Foundation and BITA agree to comply with all applicable state and federal laws in this regard.
- 14. <u>Governing Law.</u> The interpretation and enforcement of this MOU shall be governed by the State of California, the state in which the MOU was signed by the ROP and the services are to be provided. Venue of any litigation arising out of or connected with this MOU shall lie exclusively in the state trial court or Federal District Court located in Alameda County in the State of California.
- 15. <u>Attorney's Fees.</u> In the event suit is brought by either party to enforce the terms and provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney fees.
- 16. <u>Notices.</u> Any notices required to be given under this Agreement shall be provided as follows:

To DISTRICT:

To CHF:

Eden Area ROP 26316 Hesperian Blvd Hayward, CA 94545 California Homebuilding Foundation (CHF)
1215 K Street, #1200
Sacramento, CA 95814

- 17. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the subject matter of this Agreement and supersedes all prior understanding and agreements wither oral or in writing. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the parties.
- 18. <u>Severability.</u> If any term, covenant, or condition of this Agreement is held to by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by and through their authorized officers as of the day, month and year first written above.

For CHF:	For Eden Area ROP:
By:	By:
Terri Brunson, Executive Director California Homebuilding Foundation (CHF) 1215 K Street, #1200 Sacramento, CA 95814 (916) 340-3340 tbrunson@mychf.org	Bernie Phelan/Director of Educational Services Eden Area ROP 26316 Hesperian Blvd Hayward, CA 94545 510-293-2900 bphelan@edenrop.org
By:	
Chair, CHF Board of Trustees	