



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

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

Wednesday, June 24, 2020
5:45 pm

GOVERNING BOARD MEMBERS

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

MISSION STATEMENT

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



Special 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: Wednesday, June 24, 2020

Time: 5:45 p.m.

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

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

Attend Zoom Meeting Instructions:

- **To observe the meeting by video conference**, please click on [LINK](#) or go <https://us02web.zoom.us/j/83771933797?pwd=UEEvK2hDWk9Vb2RXQlkzdlAvSGIZdz09> to at the noticed meeting time.
Meeting ID: **837 7193 3797**
Password: **ROP624**

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 **837 7193 3797**, then press "#". Password: **245332**

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

Public Comment Instructions:

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

AGENDA

Welcome to the Eden Area Regional Occupational Program Governing Board Meeting. The purpose of the meeting is to consider matters of policy and business necessary for the operation of the Regional Occupational Program.

Any member of the audience may speak on any agenda item by following this process, or upon recognition by the President by identifying him/herself and his/her organization affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the Governing Board on a matter relating to the Eden Area ROP that does not appear on the agenda, this may be done during the "Other Business" section.

State law prohibits the ROP Governing Board from taking any action on or discussing items that are not on the posted agenda except to A) briefly respond to statements made or questions posed by the public in attendance; B) ask questions for clarification; C) provide a reference to a staff member or other resource for factual information in response

to the inquiry; or D) ask a staff member to report back on the matter at the next meeting and/or place it on a future agenda. (Government Code Section 54954.2 (a))

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

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Mission Statement

V. Approval of Agenda

VI. 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 Receipt of the Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program Funds (pages 4-30)
- B. Request the Governing Board to approve the Agreement with Angelina Alamillo for Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program Services for the 2020-2021 School Year (pages 31-36)
- C. Request the Governing Board to approve the Agreement with the Hayward Unified School District for the Lease of the Center from July 1, 2020- June 30, 2030 (pages 37-41)

VII. Action Items

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

Close Public Hearing

- A. Request the Governing Board to approve the Adopted Budget for the 2020-2021 Fiscal Year (page 42)
- B. Request the Governing Board to approve the Superintendent's Goals for the 2020-2021 School Year (pages 43-44)

VIII. Other Business/ Governing Board Reports

- A. Public

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.

B. ROP Governing Board

IX. Adjournment

CONSENT CALENDAR

CONSENT CALENDAR



DATE: June 24, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Evan Goldberg, Grant Coordinator
SUBJECT: Request the Governing Board to approve the Receipt of the Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program Funds

BACKGROUND

The Alameda County Workforce Development Board has approved the Eden Area ROP's application for Workforce Innovation and Opportunity Act (WIOA) Funds for the 2020-2021 school year. The money from this grant directly pays the salary, benefits and operating costs associated with the Youth Innovation Program. These programs support case management and scholarships for internships for 53 students enrolled in Eden Area ROP classes who demonstrate low income and meeting one or more additional barriers, such as English language learner, subject to the justice system, homeless/runaway, Foster Care, pregnant and parenting, or having a disability.

CURRENT SITUATION

This year the Eden Area ROP has been recommended by the Alameda County Workforce Development Board to receive funding in the amount of \$161,012.

CONSENT CALENDAR

EXHIBIT A

DEFINITION OF SERVICES

- I. **Overview.** The Workforce Innovation and Opportunity Act (WIOA) of 2014 is designed to help job seekers access employment, education, training, and support services to succeed in the labor market, as well as to match employers with the skilled workers they need to compete in the global economy. The workforce system is designed to be customer-focused in meeting both the needs of businesses for skilled workers, and in assisting individuals in easily accessing information and services needed to begin and manage their careers.

The Alameda County Workforce Development Board (ACWDB) is charged with developing and maintaining a workforce development system under WIOA in the local workforce area. In order to advance the goals of the ACWDB Local Plan and maintain compliance with WIOA, the ACWDB issued Request for Proposal (RFP No. 2017-ACWDB-YP) to procure the workforce development services and activities both in-school and out-of-school youth and young adults between the ages of 16 and 24. Eden Regional Occupational Program (Eden ROP) (CONTRACTOR) was selected for contract award as a result of the aforementioned RFP.

- II. **Purpose.** The purpose of this Agreement is to set forth the respective roles and responsibilities of Eden ROP and ACWDB in the provision of WIOA Youth and Young Adult Workforce Development Services.

- III. **Program Name.** Youth Innovation Program

- IV. **Program Design Requirements.** Contractor will develop and implement a program delivery strategy (detailed in Exhibit A-1 Scope of Work) that, at a minimum, will provide youth and young adults with a broad array of coordinated services which includes academic assistance and occupational learning; development of soft and leadership skills and preparation for further education, additional training and employment:

- A. **Eligibility& Enrollment.** Contractor will determine participant eligibility for WIOA Youth and Young Adult programs, in accordance with federal and state eligibility requirement and guidelines. Contractor will ensure that all required eligibility documentation is completed and received prior to participant enrollment into WIOA programs.

- B. **Objective Assessment.** Contractor will ensure that all participants enrolled in WIOA Youth and Young Adult program receive a comprehensive, specialized assessment inclusive of a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service and developmental needs of each participant.

Assessments for literacy and numeracy skills must be completed within thirty days of enrollment. Only the following instruments are approved for literacy and numeracy assessments:

- a. Comprehensive Adult Student Assessment Systems (CASAS)*;

* The CASAS assessment for out-of-school youth/young adult requires that an initial appraisal test be completed to determine the appropriate level of pre-test and the same test instrument must be used for the post-test.

- C. **Individual Service Strategy (ISS)**. Contractor will, in consultation with the participant, identify employment and educational goals and appropriate achievement objectives. Participant's interests and assessment results will be utilized in the development of the goals. Contractor will also include effective exit strategies to ensure maximum positive outcomes.

- D. **Case Management**. Contractor will provide comprehensive case management services to WIOA program participants throughout their enrollment in WIOA program activities. Case management services may include:

- a. Providing participants with information, materials, suggestions, and/or advice to help make occupational or career decisions, counseling and vocational guidance to assist the participant in achieving employment goals, and to make decisions regarding employment and/or training opportunities.
- b. Counseling and vocational guidance to assist the participant in achieving employment goals, and to make decisions regarding employment and/or training opportunities.
- c. Contacting participants at least once in each thirty-day period to review status and progress toward ISS goals and objectives.

- E. **Supportive Services**. Contractor will ensure that supportive services are available to enrolled WIOA program participants who are unable to obtain supportive services through other funding sources. WIOA supportive services are limited to transportation, work-related clothing and safety items, required verification/documentation fees for employment and educational/training/vocational fees and tuition.

Contractor will work with participant to identify alternative financial sources such as Pell Grants, California College Promise Grant, Educational Opportunity Program (EOP) and Cal Grants prior to using WIOA funds for supportive services.

F. **WIOA Required 14 Program Elements:** Contractor must either include these program elements in its service delivery strategy or establish a memorandum of understanding with the entity that will provide the service.

1. **Tutoring**, study skills training, instruction, and evidence-based prevention and recovery strategies that lead to completion of secondary school or its recognized equivalent or for a recognized post-secondary credential;
2. **Alternative secondary school services**, or disconnected student recovery services, as appropriate;
3. **Paid and unpaid work experiences** that have academic and occupational education as a component of the work experience, which include the following:
 - i. Summer employment opportunities and other employment opportunities available throughout the school year;
 - ii. Pre-apprenticeship programs;
 - iii. Internships and job shadowing;
 - iv. On-the-job training opportunities;
4. **Occupational skill training**, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations;
5. **Education** offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
6. **Leadership** development opportunities, including community service and peer-centered activities encouraging responsibility, and other positive social and civic behaviors;
7. **Supportive services**;
8. **Adult mentoring** for the duration of at least 12 months that may occur both during and after-program participation;
9. **Follow-up services** for no fewer than 12 months after the completion of participation;
10. **Comprehensive guidance and counseling**, including drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth and/or services that address gang issues.
11. **Financial literacy education**;
12. **Entrepreneurial skills training**;
13. **Services that provide labor market and employment information** about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services;
14. **Transition to post-secondary education and training opportunities.**

- G. **Employability Skills/Job Readiness Training.** Contractor will provide all enrolled participants with training in the development of soft skills which include, time management, communication, teamwork, following directions, etc.
- V. **Contractor Obligations.** Contractor will provide the following services under this Agreement:
- A. **WIOA Training Services.** Contractor will determine the appropriateness of training for Youth and Young Adult program participants as part of the participant's ISS and refer participants to appropriate training services.
1. **Selection of Training Services.** Contractor will ensure that the selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, is informed by the performance of relevant training providers, and is coordinated to the extent possible with other sources of assistance.
 2. **Industry Sector & Occupational Framework.** Contractor will provide refer WIOA program participants to training services in accordance with the ACWDB Industry Sector & Occupational Framework (ISOF) criteria and performance goals.
 3. **Training Funds Set-Aside.** Training funds may be available for participants referred to training under this Agreement are not included in Contractor's budget and should be requested through the Program Liaison. Payments to training providers are not Contractor's responsibility.
- B. **Job Development & Job Referral.** Contractor will provide supply-side (job seeker) services and activities that address the hiring needs of employers. Supply-side services and activities will be provided in accordance with the ACWDB ISOF criteria.
1. Job development activities include working with employers to create job orders, securing participant job interviews for a job opening not currently listed on file, or contacting a union or employer on behalf of a particular participant.
 2. Job referral activities include hosting employer job fairs, referrals of job seekers to existing employer job orders/openings, and referral of job seekers to employer recruitment events.
- C. **Follow-up Services.** Contractor will provide follow-up services for WIOA Youth and Young Adult participants for 12 months after the participant exits the program. Follow-up services are designed to help ensure that participants meet and maintain their educational, employment and career goals and may include:

1. Leadership development;
 2. Periodic group or individual meeting to discuss educational and/or career goals;
 3. Periodic telephone calls to track progress in employment after training;
 4. Work-related peer support groups, assistance in securing better paying jobs, career development and additional education;
 5. Regular contact with participants' employers, to provide assistance in addressing work-related issues;
 6. Adult mentoring;
 7. New employment; and
 8. Credential attainment.
- D. **Participant Case Files.** Contractor will maintain complete physical case files for each WIOA program participant in accordance with ACWDB requirements. Case files will be stored securely and in full compliance with state and Equal Employment Opportunity (EEO) confidentiality, nondiscrimination and other applicable rules and regulations.
- E. **Marketing and Outreach.** Contractor will conduct sufficient marketing and outreach efforts to achieve stated participant service goals. Contractor will utilize marketing and outreach materials translated into other languages to serve its diverse client population. Marketing materials must include the phrase: *“This WIOA Title I financially assisted program or activity is an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.”*;
- F. **Communications.** Contractor will actively participate in ACWDB communication efforts, adhering to the guidelines set by ACWDB members and/or staff. This includes Contractor providing two (2) client success stories per quarter in alignment with the program year. The success stories will be submitted with the Monthly Report Narrative referenced in Exhibit B.
- G. **Alignment with Two-Year Modified Local Plan.** Contractor will support implementation of the Two-Year Modified Local Plan by:
1. Participating in outreach activities to the following new partners in order to identify new target groups for services;
 - Alameda County Social Services Agency – Workforce and Benefits Administration Department
 - CalFresh and CalFresh and Training (E&T) clients;
 - Immigrant clients (refugees, asylees and English language learners);
 - Alameda County Department of Child Support Services (DCSS clients);

- Department of Rehabilitation and the Regional Center of the East Bay (clients with intellectual and developmental disabilities);
 - 2. Distributing ACWDB approved WIOA materials to new and existing partners as needed and upon request;
 - 3. Providing WIOA eligibility criteria to facilitate referrals and identify prospective participants (*with assistance from ACWDB staff*);
 - 4. Developing a Co-Enrollment Action (CEA) Plan that articulates strategies for serving new target groups within second quarter of PY 2019/2020.
 - 5. Implementing the CEA Plan within third and fourth quarters of PY 2019/2020 (*with assistance from ACWDB staff*).
- H. **Supplemental Contract Documentation.** Contractor will submit the following documents to ACWDB no later than thirty (30) days after receiving the Definition of Services agreement:
- 1. Memoranda of Understanding for any of the required 14 program elements that will be provided by another organization or entity;
 - 2. Written plan for on-going training of WIOA funded staff to ensure expertise on application WIOA rules, regulations, policies, and procedures;
 - 3. Approved indirect costs rates from a cognizant agency if indirect costs will be charged under this Agreement;
 - 4. Written cost allocation plan for charging costs to WIOA program cost categories (work experience services, follow-up services, etc.), including allocation methodology and timelines;
- I. **Mandatory Meetings and Trainings** – Contractor will attend:
- 1. Youth Steering Committee – bi-monthly;
 - 2. ACWDB Youth Committee – quarterly meetings (*periodic presentations may be required*);
 - 3. ACWDB Board – quarterly meetings (*periodic presentations may be required*);
 - 4. Management Information Systems (MIS) training/meetings;
 - 5. Regional capacity building coordination meetings as appropriate under ACWDB adopted initiatives such as Earn and Learn East Bay;
 - 6. Other meetings/trainings as directed by ACWDB.
- J. **Customer-Centered Design.** Contractor will implement a Customer-Centered Design approach to providing WIOA program services using customer feedback and continuous improvement efforts in order to improve the quality of customer

outcomes and to implement WIOA regulations in a way that adds value for target populations.

- K. **Coordination with Other ACWDB WIOA Service Providers.** Contractor will work collaboratively with ACWDB Comprehensive America's Job Center of California (AJCC) and the contracted Career Services Providers within the Sub Regional Workforce Network (SWN) to promote an integrated workforce system.
- L. **EASTBAY Works Regional Partnership.** Contractor will participate in regional EASTBAY Works activities including attending designated meetings, using regional systems, policies and software, and helping to set and monitor regional goals.
- M. **Coordination with ACWDB Business Services Unit.** Contractor will work with the ACWDB Business Services Unit (BSU) to coordinate supply-side (job seeker) activities with demand-side (business) needs and expectations in the local workforce system.
 - 1. **Customized Training Programs.** Contractor will provide enrollment and case management services as required for Customized Training Agreements with local employers. Negotiation of Customized Training Agreements is the responsibility of the BSU.
 - 2. **On-the-Job Training Agreements (OJT).** Contractor will develop OJT Master Agreements with employers and refer appropriate WIOA program participants to hiring employers after execution of OJT Master Agreements.
 - 3. **BSU Steering Committee and Employer Information.** Contractor will participate in BSU Steering Committee meetings and provide updates on employer and job-seeker activities when requested by ACWDB.
- N. **Discretionary Grant Projects.** Contractor will support and implement Discretionary Grant Projects as directed by ACWDB, subject to negotiation of scope and budget. Contractor will co-enroll discretionary grant participants into WIOA when appropriate to achieve program outcomes and meet leverage requirements. If Contractor is unable to implement discretionary grant projects that require match of WIOA Career Service funding, Contractor WIOA funding may be reduced and reallocated in order to comply with required discretionary project outcomes and deliverables.
- O. **Tracking & Reporting.** Contractor will track and report all required services and activities under this Agreement in the manner and frequency directed by federal, state, or ACWDB policy.

1. **Use of ACWDB Designated Management Information Systems.**
Contractor will use the management information systems (MIS) designated by ACWDB to track and report activities and services provided under this Agreement. This may require dual entry of data into multiple MIS.
 2. **Data Entry.** Contractor will enter required service and activity data into ACWDB designated MIS in an accurate, complete and timely manner. At a minimum, CalJOBS data entry for WIOA program services must include Contractor's agency code and activity code and must be entered/updated every 30 days.
 3. **Training Leverage.** Contractor must document and report all non-WIOA funded participant training information to ACWDB. Training leverage information must include training provider information, training cost, source of non-WIOA funding, and effective date of training. Training information must be provided to ACWDB within 30 days of WIOA enrollment or training start date.
- P. **Performance.** Contractor will provide quality, demand-driven services under this Agreement in order to achieve required performance goals. Contractor is responsible for achieving the following performance goals under this Agreement:

PY 2020/2021 Contract Performance Goals
In-School Youth: Eden ROP

BENCHMARKS	GOAL
HOW MUCH DID WE DO?	
# OF ENROLLMENTS BY 3/31/2020 (Full Enrollment) ①②	53
HOW WELL DID WE DO?	
# RECEIVE WORK-BASED LEARNING ACTIVITIES ③	48
# RECEIVE CORE SKILLS/LEADERSHIP TRAINING ④	48
# IN TRAINING LEADING TO CREDENTIAL ⑤	13
IS ANYONE BETTER OFF?	
% YOUTH PLACEMENT (of closed cases) ⑥	65%
% CREDENTIAL ATTAINMENT (of those enrolled in training)	55%

- ① 80% of annual goals must be achieved before December 31, 2020 and must be reported in CalJOBS prior to the data entry deadline for 2nd Quarter reporting.
- ② 100% of annual enrollment goal must be achieved before March 31, 2021 and must be reported in CalJOBS prior to the data entry deadline for 3rd Quarter reporting; Credential Attainment may be reported by end of 4th Quarter.

- ③ Work-based learning activities:

408-Internship (Unpaid)	432-Apprentice
409-Job Shadow	433-Career Awareness
425-Work Experience Paid	434-Career Exploration
426-Work-Experience Unpaid	435-Career Counseling/Planning
427-Internship (Paid)	437-PreApprentice
431-Pre-Apprentice	w/Occupational Skills Training)
- ④ **Core Skills/Leadership** - Activity 410-Leadership Development Services: *“Participation in leadership development opportunities that encourages leadership development that may include community service and peer mentoring and tutoring; foster responsibility and other positive social and civic behaviors; **organizational and team work training; decision-making training**, as appropriate; citizenship training, including life skills training such as parenting and **work behavior training**, civic engagement.*
- ⑤ Training Activity Codes 415, 416, 418, 421, 424, 429, 430, 432, 437,438
- ⑥ Youth Placement = Placement in employment, education, advanced training or military

- Q. **Policies & Procedures.** Contractor will comply with all policies and procedures, and any changes necessary, relating to the implementation of the Workforce Innovation Opportunity Act (WIOA) and with changes in the federal, state, county and/or ACWDB regulations, policies or procedures governing WIOA Programs.
- R. **Prior Approval Requirements.** Contractor must obtain prior written approval from ACWDB for: substantive changes to program design or service delivery, subcontracts for consultant, professional or program services; the rental, lease or lease/purchase of equipment; the purchase of any equipment item with a cost of \$5,000 or more; and/or, the rental of office space or property; to be entered into in connection with the performance of this contract.
- S. **Monitoring.** Contractor may be monitored at any time during the term of this Agreement by authorized federal, state, County, or ACWDB personnel. At a minimum, Contractor will be monitored by ACWDB each program year.
 - 1. **Access to Records.** Contractor will provide access to any books, documents, papers, and records (including computer records), which are directly pertinent to charges in the program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor and subcontractor staff for the purpose of interviews and discussions related to such documents.

2. **On-site Monitoring.** Contractor will participate in on-site programmatic fiscal and EEO monitoring at least once each program year to ensure that services provided under this Agreement are in compliance with applicable rules and regulations. .
3. **Case File/MIS Review.** Contractor's MIS data and participant case files will be reviewed by ACWDB staff on an on-going basis throughout the term of this Agreement. Contractor will produce selected case files upon request by ACWDB.
4. **Monitoring of Expenditures.** Contractor will submit regular invoices in a timely manner, in accordance with Exhibit B. Contractor's actual expenditures will be reviewed against budget and planned expenditures.
5. **Performance Review.** Contractor's progress toward achieving performance goals will be reviewed quarterly by ACWDB staff. If Contractor has two consecutive quarters of underperformance, it will be required to submit a Corrective Action Plan (CAP) and meet with the Assistant Director.
6. **Subcontractor Monitoring.** Contractor will conduct on-site programmatic and fiscal monitoring at least once each program year of all subcontractors providing WIOA program services to enrolled participants. Contractor is responsible for recording findings and ensuring that any needed corrective action has been taken. Copies of all monitoring reports must be maintained by Contractor and made available for review by ACWDB program and fiscal monitors, and state monitors.
7. **Corrective Action.** Contractor will submit a written Corrective Action Plan to ACWDB staff to address any findings and concerns identified during program monitoring and/or quarterly performance review. The Corrective Action Plan will include, at a minimum:
 - a. Acknowledgement of the identified findings and concerns;
 - b. Written plan for correcting each identified finding and concern;
 - c. Timeline for the corrective action;
 - d. Written processes and procedures to ensure that corrected issues are not repeated;
 - e. Single point of contact information for staff responsible for implementing corrective action.

Corrective Action Plans are due to ACWDB no later than thirty (30) days following written notification of findings and concerns identified during monitoring.

Failure to resolve CAP findings may result in Contractor receiving Notice of Tentative Non-Renewal or Corrective Action.

8. **Contract Renewal Criteria.** Contractor must meet the following conditions in order for contract to be recommended for renewal:
 1. Meets requirements for program and fiscal monitoring;
 2. Meets 80% enrollment of contractual performance requirements as stated below by end of the second quarter (December) and 100% by the end of the third quarter (March);
 - a. Enrollments
 - b. Work-based Learning opportunities
 - c. Placement in Training (that leads to a WIOA recognized credential)
 - d. Credential Attainments (*Assessment made at end of 4th Quarter*)
 - e. Placements at Closure
 - f. 85% submission of acceptable Monthly Narrative Report (MNR) and invoice by the 25th of each month

VI. **ACWDB Obligations.** ACWDB will oversee the delivery and performance of Contractor's obligations under this Agreement.

- A. **Liaison with Funding Agencies.** ACWDB will be the single point of contact with federal, state, and local funding agencies for all written and verbal communication regarding services provided under this Agreement.
- B. **Policies & Procedures.** ACWDB will develop and issue ACWDB Action Bulletins and ACWDB Information that serve to notify Contractor of new or amended State, Federal, or local regulations. All current ACWDB Action Bulletins and ACWDB Information Bulletins can be found on the ACWDB website acwdb.org.
- C. **Training & Technical Assistance.** ACWDB will provide regular training and technical assistance to Contractor regarding MIS, data entry, and case file management. Additional technical assistance will be provided at ACWDB discretion, or upon request by Contractor.

VII. **Specific Requirements**

- A. This Exhibit A was drafted to include the requirements contained in the Request for Proposal (RFP No. 2017-ACWDB-YP) and the proposal response of the Contractor (Response), and additional services that ACWDB obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, RFP

No. 2017-ACWDB-YP and the Response, the more stringent requirements providing ACWDB with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in RFP No. 2017-ACWDB-YP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.

The RFP No. 2017-ACWDB-YP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide ACWDB with the broadest scope of services for the best value.

B. Contractor project team will consist of the following Key Personnel and subcontractors as applicable during the contract term:

- Linda Granger, Superintendent
- Elaine Alvite, Assistant Director of Educational Services
- Lauren Kelly, Pathway Coordinator

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of ACWDB, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to ACWDB's approval, which approval shall not be unreasonably withheld.

The approval of ACWDB to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1
SCOPE OF WORK

NOTE: Please complete the Scope of Work identifying contingencies if your local area has restrictions to your facilities or access to participants due to COVID-19. Please specifically identify how technology will be utilized to successfully execute your contract performance goals.

A. Hours of Operation and Holiday Schedule

Street Address, City, Zip Code	Hours of Operation	Days of the Week
26316 Hesperian Boulevard – Hayward 94545	TBD.	Monday - Friday

Holiday Schedule

HOLIDAY	DATE OBSERVED
The approved Eden Area ROP calendar for the 2020-2021 school year will be forwarded when approved by our Board. COVID-19 issues may impact our calendar.	

COVID-19: This plan is being written in mid-May 2020. The COVID-19 pandemic is presenting unique and evolving challenges to all schools in California. As of this writing, we note the dynamic nature of the pandemic and schools' shifting responses to its issues. Schools and districts are seeking clear answers for our direction where there are none. This report reflects a plan, a best guess, and our hopes for how the program will work in the 2020-2021 academic year.

The Eden Area ROP anticipates a schedule where some students are on campus, while other students learn from home in a distance learning model. We will change our model to monitor students both at the ROP campus and in their home learning environments.

B. Outreach and Recruitment Plan

Describe the outreach and recruitment strategies used to market the program in order to identify eligible participants. Identify the community-based organizations, educational organizations (including alternative schools), regional occupational programs, adult school, community colleges, and the WIOA funded career services provider (or (America's Job Center of California/AJCC) in the geographic area you are funded to serve. Include any collaborations, targeted outreach to specific populations.

Outreach and recruitment will be coordinated by EAROP Case Manager Jojuan Carrington and our consultant, Angelina Alamillo, who have successfully recruited youth for previous WIOA grants. Ms.

Carrington and Ms. Alamillo provided outreach and recruitment for students in the 2019-2020 academic year. This year, we hope to involve our counselor, Sukhi Sidhu and our Business Engagement Specialist, Kathrina Miranda in this process. The increase in our overall case load will require a corresponding increase in staffing.

Last December, presentations were made to each of the high school counselors about the WIOA program at the ROP. Additionally, we made a PowerPoint with a voice over for easy reference. We are looking forward to working with the district counselors to identify potential WIOA students as they enroll students in the ROP.

COVID-19: One of the ideas that is currently being considered is having half of the enrolled students attend the ROP physically each day, and then work from home on alternate days. This impediment will provide half of the potential face time with students as this year. We are in the process of developing strategies for outreach and recruitment of students, both at home seat time and at times when they are present at the ROP. We will treat with students and their families as individuals, not as a homogenous group. We acknowledge that different students and their families have varying abilities to access and utilize technology. Our approach will begin with one-on-one meetings with students (at a six-foot distance, wearing masks). During these initial meetings, we will discuss varying strategies for communicating at the ROP and at a distance.

Eden Area ROP WIOA staff are at the early stages of designing communication strategies for working at a distance. We will communicate with ACWDB staff our final designs/workarounds as our ideas continue to develop. Some of the ideas that we are considering include the following:

- Broadening our outreach strategy to include outreach by our School Counselor, Business Engagement Specialist and Teachers.
- PowerPoints and videos that infused into a new, virtual Zoom Eden Area ROP orientation. Last year, we used the orientation as an initial outreach strategy.
- Use of the Eden Area ROP website for communication with students and parents and the archiving of key documents in our recruitment package
- YouTube videos that communicate program ideas, and process steps
- PowerPoints with voiceovers that can emailed to parents that can help learn about the program and provide step-by-step directions for moving forward.
- Use of any and all social media applications used by students and parents: Zoom, Facetime, Twitter, Instagram Live, etc.
- Emailing, phoning, texting, and U.S. mail

This upcoming year, the Eden Area ROP will enroll approximately 700 students from the Eden Area of Alameda County, comprised of students from the Castro Valley, Hayward, San Leandro, and San Lorenzo USDs. We will recruit WIOA students from this cohort of students. Each of these school districts has a different start date; beginning in mid-August beginning with Castro Valley and concluding with Hayward USD. We will use this rolling set of dates to our advantage to meet with

students in smaller groups; identifying potential WIOA candidates, in concert with our Eden Area ROP orientation.

Once potential students are identified, we will complete needed forms with the student’s parents. We will use creative means such as Zoom, Facetime and good old-fashioned phoning and emails to communicate with parents. We are hoping that outreach and recruitment at the Eden Area ROP site will be completed by the end of December.

The Eden Area ROP is a Joint Powers Authority of the Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts. We have structured relationships with all of their comprehensive, continuation, and alternative education high schools; nearly 20 schools in all. Moreover, the ROP has its own Adult Education program for students who graduate and want to continue their education on our site. Chabot College is located across the street from the Eden Area ROP, and we have strong relationships with the various programs located at Chabot. Three relationships to highlight: first, is the ROP’s Workability program, which works with Special Education students and helps them learn basic job skills. The second program is the FACES for the Future program which has a partnership with our Medical Careers course, and places students (pre COVID-19) at St. Rose Hospital. Finally, we have partnership with the Hayward Fire Department which co-teaches students in our First Responders course.

C. Required Program Elements

Provide a brief description of how each of the fourteen WIOA youth required program elements is provided by the program operator or a partner organization.

WIOA REQUIRED ELEMENTS (14)	WHO PROVIDES SERVICES	DESCRIBE SERVICES PROVIDED
1. Tutoring, study skills training	Student’s Home Districts/Schools (Case Manager collects data from EAROP Counselor, via school counselor)	Services are provided by all districts from after school tutoring to specialized programs. Services and times vary by school district/site.
2. Alternative secondary school offerings	Student’s Home Districts/Schools Eden Area ROP (Case Manager collects data from EAROP Counselor, via school counselor)	Services are provided by all districts from after school tutoring to specialized programs. Services and times vary by school district/site. Eden Area ROP offers an on-site credit recovery program for Hayward USD program through the Hayward Promise Neighborhood grant.

3. Paid and unpaid work experience (i) summer employment opportunity (ii) pre-apprenticeship program (iii) internships and job shadowing (iv) on-the-job training opportunities	Eden Area ROP Case Manager plus Teachers and Work-Based Learning Specialists School District Summer Internship Supervisors (Case Manager collects data from EAROP Work-Based Learning specialists on student placements)	EAROP Case Manager will learn student's interests from one-on-one consultations. Teachers and Work-Based Learning Specialists will find placements for each student, based upon their interests and training. Students will be enrolled in internships during the fall and spring semesters of the academic year.
4. Occupational skill training	Eden Area ROP Career Technical Education Teachers (Student attendance)	EAROP CTE Teachers provide instruction in a dozen different areas of instruction. Each course is 540 hours long and provides capstone career pathway experiences.
5. Work based learning opportunity	Eden Area ROP Career Technical Education Teachers (Case Manager collects data from EAROP WBL google.doc which records WBL experiences)	EAROP CTE classes are either a) University of California A-G approved; b) articulated with Chabot College for college credit; c) lead to industry recognized credentials; or d) provide concurrent high school academic credit.
6. Leadership development	EAROP CTE Teachers (Case Manager collects information from EAROP Administrators who supervise teachers and record Core Skills and Leadership activities from instructors)	EAROP CTE classes provide instruction according to the <i>11 Elements of High-Quality Career Technical Education</i> . Leadership development is one of these 11 Elements and is an emphasis of our professional development. Most EAROP CTE classes have working relationships with Career Technical Student Organizations (CTSOs). Students participate in SkillsUSA or other recognized programs. Other teachers have individualized Leadership development programs. Metrix online classes

7. Supportive services	<p>EAROP Case Manager EAROP Counselor School District Services</p> <p>(Case Manager collects data with EAROP Counselor)</p>	The EAROP Case Manager will be the point person for identifying areas where students require supportive services.
8. Adult mentoring	<p>EAROP CTE Teachers</p> <p>(Student Attendance)</p>	EAROP CTE teachers all have direct industry experience and mentor students regarding industry standards and practices. EAROP CTE teachers also connect students with site-based industry mentors.
9. Follow-up services	<p>EAROP Case Manager</p> <p>(Case Manager collects data with EAROP Counselor)</p>	The EAROP Case Manager will provide follow-up services and data collection.
10. Comprehensive guidance and counseling	<p>EAROP Case Manager EAROP Counselor School District Services</p> <p>(Case Manager collects data with EAROP Counselor)</p>	<p>The EAROP Case Manager, in consultation and coordination with the EAROP Counselor will provide comprehensive guidance and counseling.</p> <p>The EAROP Counselor will coordinate activities with school site counselors.</p>
11. Financial literacy education	<p>EAROP CTE Teachers</p> <p>(Case Manager collects information from EAROP instructors)</p>	EAROP CTE teachers teach financial literacy as part of their instruction. For cases where this isn't happening, EAROP will provide a financial literacy workshop.
12. Entrepreneurial skills training	<p>EAROP CTE Teachers</p> <p>(Case Manager collects information from EAROP instructors)</p>	<p>EAROP CTE Case teachers teach entrepreneurial skills as part of their 540-hour capstone courses.</p> <p>Metrix online classes</p>
13. Labor market information	<p>EAROP CTE Teachers</p> <p>(Case Manager collects information from EAROP instructors)</p>	EAROP CTE teachers teach labor market information as part of their 540-hour capstone courses. This information is updated annually as part of the Fall Advisory meetings.

14. Transitional services	<p>EAROP Case Manager EAROP Counselor</p> <p>(Case Manager collects data with EAROP Counselor)</p>	<p>The EAROP Case Manager and Counselor will help students determine their next transitional steps after leaving the ROP. This will be done in consultation with the EAROP Counselor will help the Case Manager with these services.</p> <p>Additional assistance may be provided by Chabot College and the EAROP Teachers.</p>
---------------------------	--	---

D. Staffing Plan

Please submit a staffing plan that includes the key functional areas of responsibility: Program manager; case manager, career/job counselor and data management/clerical support. As appropriate, include caseload estimates and full-time equivalence (% and # of hours).

Please provide organization charts for both WIOA funded positions and the overall organization.

Our staffing design, and organization charts are attached.

Introduction: The Eden Area ROP notes that the growth of the WIOA program will be expanded by 33% this upcoming year. While our staffing strategy remains largely intact, we will

Project Manager: Elaine Alvite. The Eden Area ROP is in process of hiring an Assistant Director of Educational Services. This person will serve as the Program manager for the Alameda County Workforce Development Board and attend its meetings. This person will also be responsible for writing reports and submitting invoices and managing staff to achieve the performance goals of our program. This person will invest 15% of their time managing WIOA.

Case Manager: Jojuan Carrington. Ms. Carrington will be responsible for the day-to-day activities of the program, including outreach, recruitment, case management, and data entry. Ms. Carrington will be the main contact for the students and parents. She will oversee student's training plans, serve as the career counselor and work with teachers to ensure that students receive needed services. Ms. Carrington supports the program at 60%, in 2019-2020. We anticipate that with a year of experience behind her, Ms. Carrington will increase her efficiency in the upcoming year.

Consultant: Angie Alamillo. Last year, Ms. Alamillo has been the mentor and assistant program manager for the project. Leveraging Ms. Alamillo's considerable wisdom and experience, we will slightly diminish her hours this year from 400 to 350. Ms. Alamillo will continue to mentor and assist Ms. Carrington as well as provide her knowledge and expertise to the new Project Manager.

Counselor: Sukhi Sidhu: Ms. Sidhu is the Counselor for the Eden Area ROP. This year, we anticipate Ms. Sidhu will play an expanded role in counseling WIOA students. Additionally, Ms. Sidhu is the liaison to district school site counselors, and we will utilize her services to better coordinate with school site counselors for both student knowledge and district services. Ms. Sidhu will support the program at 10%.

Business Specialist: Kathrina Miranda. While Ms. Miranda supported WIOA last year through Work-Based Learning and Internships, her role will be both expanded and formalized this year. Ms. Miranda is particularly skilled and innovative in Zoom Work-Based Learning and will work with our teachers to provide and enhance experiences through distance learning. Additionally, Ms. Miranda may be used to assist with both Case Management and other program aspects as needed. Ms. Miranda will be supporting the program at 33% of her FTE.

E. Training that leads to WIOA recognized credentials

Please identify training opportunities that lead to WIOA recognized credentials that will be introduced to WIOA participants.

Last year, at the suggestion of ACWDB staff, the Eden Area ROP staff recruited high school seniors, exclusively. While our case load is expanding, we believe that we will be able to continue this strategy, given that high school diplomas are one avenue for WIOA recognized credentials.

Second, we will focus on classes that earn WIOA recognized credentials. Two examples of this involve our Medical Careers and Auto Technology classes. Medical Careers second year students are prepared to take the Medical Assisting examinations. The COVID-19 issue may actually be helpful here. We will focus these students on preparation for the Medical Assisting test. WIOA funds will be used to support both preparation materials and costs for student testing. A second class where WIOA recognized credentials are a possibility, involve our Auto Technology classes which are NATEF certified. Last year our Auto Technology instructor was recovering from illness which set this course back. We believe that with a good year, our students will graduate, NATEF certified

Finally, we are excited about the infusion of Metrix certification and its infusion into as many of our classes at the Eden Area ROP, as possible.

F. Monthly Performance Plan

Performance goals for Program Year 2020/2021 requires 80% goal attainment by December 31, 2020 and 100% attainment by March 31, 2021. Please complete the chart to indicate performance that will lead to the contracted goal attainments.

Measure	Annual Goal	Cumulative total to achieve by the end of each month:					
		Jul	Aug	Sept	Oct	Nov	Dec
New Enrollments	53	0	0	10	25	40	45
Work-Based Learning	48	0	0	0	15	30	40
Core Skills/Leadership	48	0	0	0	15	30	40
In Training (Cred)	13	0	0	10	25	35	40
Credential Attainment	55% (30)	n/a	n/a	n/a	n/a	n/a	n/a
Youth Placement at Closure	65% (35)	n/a	n/a	n/a	n/a	n/a	n/a

Measure	Annual Goal	Cumulative total to achieve by the end of each month:					
		Jan	Feb	Mar	Apr	May	Jun
New Enrollments	53	53	53	53	53	53	53
Work-Based Learning	48	45	50	50	50	50	50
Core Skills/Leadership	48	45	50	50	50	50	50
In Training (Cred)	13	45	50	50	50	50	50
Credential Attainment	55% (30)	n/a	n/a	n/a	n/a	15	40
Youth Placement at Closure	65% (35)	n/a	n/a	n/a	n/a	n/a	40

EXHIBIT B

PAYMENT TERMS

County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

In addition to all terms of payment described in the General Terms and Conditions and any relevant exhibits and attachments, the parties to this Agreement shall abide by the following terms of payment:

I. Budget

Contractor shall use all payments solely in support of the program budget, set forth as follows:

A. Exhibit B-1: WIOA Grants

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

1. Total payments to Contractor under this Agreement will not exceed the contract total detailed in Exhibit B-1;
2. Expenditures under this Agreement will tie to identified line-times included in Exhibit B-1; no other line-item costs will be allowed;
3. Expenditures under this Agreement will support allowable activities described in Exhibit A. No services or activities outside the scope of this Agreement will be reimbursed;
4. No administrative costs for will be included in Exhibit B or reimbursed under this Agreement; Non-WIOA resources will cover all administrative functions relative to WIOA expenditures.

B. Budget Revision Procedures

1. No budget revision/modification request may increase the contract amount/maximum;
2. Contractor may adjust the approved budget by no more than 10% of any line-item without prior approval from ACWDB; any adjustment to the budget that exceeds this 10% line-item allowance requires written prior approval from ACWDB;
3. Contractor may request a budget revision/modification, in writing, at any time during the term of this Agreement. Requests for budget revision/modifications, including a revised line-item budget and justification should be submitted in writing to the appropriate ACWDB program staff identified in Section III of this Exhibit;

4. Approved budget revision/modifications will be formalized through an administrative amendment to this Agreement.

C. Cost Settlement/Final Payment Provisions

The final invoice submitted after the termination of this Agreement shall include all costs incurred in the last month of the contract period and any minor adjustments necessary to account for any previously unreimbursed expenditure. This provision regarding closeout invoices shall not relieve Contractor of its obligation to report all know adjustments on each monthly invoice, and County shall not be liable for any adjustments that were not reported timely.

D. Conditional Funding WIOA

Conditional funding may apply if Contractor has deficiencies identified under a corrective action plan at the end of the program year (June 30). This is based on the contract performance goals and other contract requirements. Conditional funding imposes additional requirements and/or restrictions on performance and contract reimbursement:

1. Unmet performance goals from prior program year will roll-over into the subsequent program year. Contractor must meet rolled-over performance goals no later than September 30.
2. ACWDB will hold 25% or a selected amount of contract funding in reserve. Reserve funding will not be available for reimbursement until 100% of designated performance goals are met, as well as a demonstrated progress towards attainment of all other annual performance goals.

E. Conditions of withholding payment

1. Payment of invoices by the County is conditional upon receipt of adequate funds from the State of California. County reserves the right to reduce the contract amount/maximum if it does not receive adequate funds from the State of California.
2. County retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program. Failure to meet planned contract performance and/or expenditure goals may result in a reduction of the contract amount/maximum, in accordance with ACWDB policy.

3. Failure to comply with timely audit report submission to ACWDB, as required and described in Exhibit F, may result in suspension of payment to Contractor until all required audit submissions are received by ACWDB.

III. Invoicing Procedures

A. Submission of Invoices

1. Contractor will submit an electronic copy of its monthly invoice, including supporting line-item detail in the required format by the 25th day of the month following the month of service for all expenditures incurred under this Agreement. Electronic copies of invoice and required documentation should be sent via email to Contractor's designated Program Liaison.
2. Upon notification of approval by the Program Liaison, Contractor shall submit original signed invoices ([in blue ink](#)) to:
 - a. Deidra Perry, Program Financial Specialist
Alameda County Workforce Development Board
24100 Amador Street, Room 610C - Hayward, CA 94544
 - b. Scan original invoice and email to: ssainvoices@acgov.org
and email a copy to deperry@acgov.org.
3. A Monthly Narrative Report (MNR) must accompany the original invoice. The MNR should address the following prompts (as appropriate):
 - c. Name of organization and report period;
 - d. Describe program successes and highlights during the reporting period (i.e. credential attainment, post-secondary school enrollments, etc.);
 - e. Attach client success stories (include client media release, photo, etc. May be a current or former client (8 stories are due for current program year);
 - f. Describe any program challenges or problems related to program performance encountered during the reporting period and how the organization plans to address them;
 - g. Please list any actual or anticipated administrative, programmatic or fiscal changes related to the WIOA contract. What plans are in place to ensure on-going program management?
 - h. List employers contacted, job fairs attended and/or convened: include number of clients that attended, names of employers/businesses, ISOF sector (if known), job offers (if any);
 - i. Seasonal employment efforts;
 - j. Work-based learning activities – include guest speakers, site visits/tours (including virtual), job shadow, informational interviews, subsidized/unsubsidized work experiences, on-the-job trainings (OJT), pre-apprenticeships;

- k. What type of follow-up strategies were used this report period?
Provide examples of activities that were successful and/or challenges to making contact with participants;
- l. Name and email address of person completing the report.

IV. Funding and Reporting Requirements

Payment to Contractor is contingent upon timely receipt of invoice documents and programmatic reporting as described in Exhibit A.

V. Additional Terms and Conditions of Payment

Contractor agrees to the following supplemental Terms and Conditions attached to this Exhibit B.

- A. Invoices will be reviewed for approval by the County, within 10 days of receipt from Contractor.
- B. Total payment under the terms of this Agreement will not exceed the total contract amount/maximum detailed in Exhibit B-1. This cost includes all taxes and all other charges.
- C. Provisional payments may be provided under this Agreement at the sole discretion of the County. Contractor will ensure that no provisional payments made under this Agreement are commingled with any other funds in the possession of or vested in Contractor or to which Contractor is entitled. Any interest earned on said provisional payments shall be treated as program income. All program income shall remain with Contractor and may be expended under this Agreement until such time as no further program activities are planned by Contractor, at which time any unexpended program income will be returned to County.
- D. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

Exhibit B-2

STAFF SALARIES / Sub-CONTRACTS WORKSHEETContractor: **Eden ROP**Activities: **Youth Innovation Program / WIOA In-School Youth**

Contract Period:

7/1/19 to 6/30/20**Youth / CFDA: 17.259**

			Hourly Personnel		Monthly Personnel			
			a	b	c	d	e	f
			FTE Monthly or Hourly	(a x b = c)		(a x d x e = f)		
A. STAFF POSITION / JOB TITLE			# of Hours	TOTAL SALARY	# of Months	% of Salary	TOTAL SALARY	
1.	Student Support Services Technician	\$30	960	28,800				
2.	Eden Area ROP Counselor				10	0.1%	7,000	
3.	Summer Internship Teacher				2		5,000	
4.								
5.								
6.								
7.								
8.								
9.				-				
9.								
10.								
TOTAL SALARIES (total c + total f) =						40,800		

B. SUB-AGREEMENTS - Professional Services (PS), Consultant Contracts (CC), Sub-Contracts (SC)

LIST ENTITY (CHECK TYPE OF SUB AGREEMENT)		PS	CC	SC	AMOUNT		
11.	Angelina Alamillo		X		400 hrs	\$30	12,000
12.							
13.							
14.							
15.							
17.							
18.							
19.							

TOTAL of ALL SUB-AGREEMENTS =**\$12,000**

19-20 Youth

6/10/20 12:19 AM

WDB Review:

Date:

EXHIBIT C-5

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,00,000 per accident for bodily injury or disease
D	Employee Dishonesty and Crime	\$1,000,000 per occurrence
E	<u>Endorsements and Conditions:</u> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, <u>shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</u> 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision:	
ACWDB & Additional Insured, Co. of Alameda and Bd. of Supervisors, thereof – Alameda County Workforce Development Board - 24100 Amador St. 6th Floor, Hayward, CA 94544		



DATE: June 24, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Evan Goldberg, Grant Coordinator
SUBJECT: Request the Governing Board to approve the Agreement with Angelina Alamillo for Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program for the 2020-2021 School Year

BACKGROUND

The Alameda County Workforce Development Board has renewed its contract with the Eden Area ROP as a contractor for their Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program for 2020-2021. Angelina Alamillo has expertise in administering WIOA Youth Innovation Programs and will provide her services for the upcoming year.

CURRENT SITUATION

Angelina Alamillo has agreed to continue to share her expertise and coach Eden Area ROP management and staff in strategies for successful implementation of the WIOA Youth Innovation Program.

Fiscal Impact: Angelina Alamillo will receive up to \$12,250 (Up to 350 hours at \$35 per hour) for Youth Innovation Program (WIOA) coordination services.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

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

BETWEEN

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

OF THE FIRST PART

-AND-

Angelina Alamillo
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

SERVICES PROVIDED:

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of planning, expertise, coaching, and facilitation in support of the Eden Area ROP WIOA Youth Innovation Program contract with the Alameda County Workforce Development. Specific duties include:
 - a. Coaching management and line staff regarding all relevant aspects of the grant. Providing expertise, advice, and extra assistance in areas where practice can be improved.
 - b. Assisting line staff with Outreach, Recruitment, and Orientation of eligible students into the program.
 - c. Assisting line staff with establishing student eligibility, registration, and intake into the WIOA system.
 - d. Professional development and coaching of the Case Manager in terms of:
 - 1. Applicable laws, ethics, boundaries, confidentiality, disability rights, and student assessment.
 - 2. Individualized one-on-one case management of WIOA students

3. Coordination of support services to reduce barriers to success (transportation, community services hand-offs, appropriate work attire, etc.
 4. Follow-up services—quarterly communications with students the year after completion of the WIOA program
- e. Assisting the development and management of the WIOA data input process in terms of:
1. Intake data
 2. Daily input of data
 3. Input of follow-up data
 4. Periodic review of data
 5. Coordination (liaison) with Alameda County Workforce Development Board data staff
- f. Assisting with Alameda County Workforce Development Board management and/or monthly Youth Steering Committee meetings

TERM OF AGREEMENT

2. The term of this Agreement will begin on July 1, 2020 and will remain in full force and effect until June 30, 2021, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

PERFORMANCE

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

COMPENSATION

4. Service Provider will be paid \$35 per hour up to a maximum 350 hours per this contract. Service Provider must submit an itemized invoice to Grant Coordinator which includes: dates of service, work performed and hours worked. Invoice must be received by the 5th of the month.
5. This compensation will be payable monthly upon verification of Time and Effort log.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

REIMBURSEMENT OF EXPENSES

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

CONFIDENTIALITY

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

NON-COMPETITION

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

OWNERSHIP OF MATERIALS

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

RETURN OF PROPOERTY

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

ASSIGNMENT

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

CAPACITY/INDEPENDENT CONTRACTOR

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

MODIFICATION OF AGREEMENT

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

NOTICE

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

a. Eden Area ROP
26316 Hesperian Blvd, Hayward, California, 94545
Fax Number: (510) 293-8325

b. Angelina Alamillo

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

COSTS AND LEGAL EXPENSES

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

TIME OF THE ESSENCE

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

ENTIRE AGREEMENT

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

LIMITATION OF LIABILITY

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

INDEMNIFICATION

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

INUREMENT

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

CURRENCY

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

TITLES/HEADINGS

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

GENDER

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

GOVERNING LAW

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

SEVERABILITY

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

WAIVER

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

ADDITIONAL PROVISIONS

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

Angelina Alamillo

Date

Evan Goldberg, Eden Area ROP
Grant Coordinator

Date



DATE: June 24, 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 the Hayward Unified School District for the Lease of the Center from July 1, 2020-June 30, 2030

BACKGROUND

The current lease agreement between the Eden Area ROP and the Hayward Unified School District (HUSD) expires on June 30, 2022. As a result of the significant capital investment made by the Eden Area ROP to replace the roof and HVAC system, HUSD and the Eden Area ROP have agreed to replace the current agreement with this long-term lease. HUSD owns the property used by the Eden Area ROP to run our center programs.

CURRENT SITUATION

The attached agreement reflects the new lease agreement between the Eden Area ROP and the Hayward Unified School District from July 1, 2020-June 30, 2030. This revised lease agreement has been approved by the HUSD Governing Board at their June 3, 2020 regular board meeting.

CONSENT CALENDAR

**LEASE AGREEMENT BY EDEN AREA REGIONAL OCCUPATIONAL PROGRAM AND
THE HAYWARD UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY**

This lease made and entered into as of the 1st day of July 2020 by and between HAYWARD UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY, STATE OF CALIFORNIA, hereinafter referred as "LESSOR," and EDEN AREA REGIONAL OCCUPATIONAL PROGRAM, or JOINT POWERS AGREEMENT, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as 'LESSEE.'

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, this LESSOR does hereby demise and lease unto the LESSEE the following described property:

All that portion of real property and improvements, located at 26316 Hesperian Boulevard, Hayward, California 94545, thereon situated in the County of Alameda, State of California, commonly known as the REGIONAL OCCUPATIONAL CENTER and made a part thereof.

1. The term of this lease is for a period of one (10) year commencing on the 1st of July 2020 and ending on the 30th day of June 2030.
2. RENT shall be paid annually in the amount of 1% of prior year's funding of the ROP Joint Powers Agency through the state-established Local Funding Formula (LCFF) based upon the block grant funding maintenance of effort established in the 2012-13 school year plus an annual increase based upon the Cost of Living Adjustment (COLA) average of all four member districts starting 7/1/2020. It shall be paid prior to July 30th of every fiscal year.
3. LESSEE shall use the leased premises during the term hereof exclusively for educational purposes. LESSEE shall have the full right of occupancy and enjoyment of said real property located here on during the term of this lease; except that the LESSOR shall have the right to enter on said premises at reasonable time for the purpose of inspecting same and for the purpose of carrying out its obligations under this lease and agreement.
4. LESSEE shall pay for utility services, including, but not limited to, gas, electricity, telephone, sewage, garbage, water, and similar services used by LESSEE while occupying said leased premises.

5. LESSEE shall not make alterations, additions, or improvements on the premises without first obtaining the written permission of the LESSOR. All alterations, additions, and improvements that shall be made at LESSEE's expenses, shall become LESSOR's property, and shall remain on and be surrendered with the premises as part thereof at the termination of this lease. Nothing contained in this paragraph shall prevent LESSEE from removing all office machines and equipment installed in said leased premises by LESSEE.
6. LESSEE shall not commit waste on the premises demised herein, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, and shall maintain the buildings and grounds in a neat, clean, and sanitary condition free from litter. Nor shall LESSEE use such premises for an unlawful purpose. LESSEE shall bear all cost for custodial services. LESSEE shall conform to all applicable laws and ordinances respecting the use and occupancy of the property leased herein relating to matters not covered elsewhere, provided that LESSEE shall not be required to make alterations, additions, or improvements to such premises in order to conform therewith.
7. LESSEE has the responsibility for all routine maintenance costs on buildings and grounds, including labor and materials.
8. LESSEE agrees to maintain and return buildings and grounds to the LESSOR, at the termination of this lease, in as good a condition as when accepted, normal wear and tear expected.
9. In the event all or any portion of said leased premises shall be damaged by fire or other casualty not occasioned by the act or fault of LESSEE, the lease is not thereby terminated, but the payments of any, called for by this lease shall be apportioned according to percentage of loss of use. Percentage shall be calculated on square footage ratio.
10. LESSEE agrees to maintain during the period of this lease, at its sole cost and expense, general liability and auto insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate combined single limit (CSL). Such minimum limits of policies shall in no event limit the liability of the LESSEE hereunder. LESSEE shall provide LESSOR with certificate of insurance on an annual basis. LESSEE shall name the District as an additional insured on its liability of insurance. LESSOR shall maintain real property insurance on the Premises which shall include coverage for and against loss or damage to the real property caused in whole or in part by LESSEE.

The LESSEE shall not be responsible or liable for the loss of or damage to the Premises or other real property of the LESSOR. LESSEE shall maintain personal property insurance to insure its own personal property against loss or damage which include coverage for and against loss or damage to the LESSEE's personal property caused in whole or in part by LESSOR.

11. LESSEE shall bear costs of the operation *of* an intrusion, fire heat detection, security alarm system monitored 24/7 and reimburses LESSOR for such services provided by LESSOR up to \$6,500 per year.
12. LESSEE shall not sell or assign this lease or any part thereof or any interest therein, in whole or in part without consent of LESSOR. LESSEE may not sublet any of the premises under this lease without the express authorization of the LESSOR. This lease shall be assigned by operation of law. Any attempt to sell, assign, or sublease shall be deemed a default by LESSEE entitling the LESSOR to reenter and take possession of the premises as herein provided.
13. In the failure of LESSEE to fully keep and perform any of the terms covenants and conditions of the lease, then at the option of the LESSOR, the lease and all rights and privileges thereby granted to the LESSEE, after a thirty (30) day make good period of time has expired. LESSOR shall have the right to reenter said property and take immediate possession thereof and exclude said LESSEE there from. The foregoing rights of the LESSOR are in addition to any and all other legal rights which may be exercised by it in the event of a breach of any-of terms, covenants and conditions of the lease by LESSEE and to recover from LESSEE all sums owing and unpaid. If any legal action is filed to recover reasonable attorney's fees, to be fixed by the court and costs incurred in said action.
14. This lease agreement may be terminated at the end of the fiscal year ending June 30th, 2030. Renewal of this agreement is to be in writing at least one year prior to the date of termination.
15. All notices to be given under this lease shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, to the party to be notified at the address set forth below:

EDEN ARE REGIONAL OCCUPATION
PROGRAM
26316 Hesperian Boulevard
Hayward, California 94545

HAYWARD UNIFIED SCHOOL DISTRICT
24411 Amador Street
P.O. Box 5000
Hayward, California 94540

16. LESSEE reserves the right to renew the lease for successive period of five (5) years with the mutual consent of the LESSOR. LESSOR reserves the right to review the terms in five (5) years and negotiate and modify the terms and conditions of the Agreement with the ROP JPA.
17. It is understood by the parties that if this lease, or any authorized sub-lease, creates a possessory interest subject to the payment of property taxes, such taxes shall be the responsibility of LESSEE or sub-LESSEE and not of LESSOR.

HAYWARD UNIFIED SCHOOL DISTRICT OF
ALAMEDA COUNTY (Licensor)

By: _____

EDEN AREA REGIONAL OCCUPATIONAL
PROGRAM (Licensee)

By: _____

Hayward Unified School District

Board Approved: _____

ACTION ITEMS



DATE: June 24, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Ariel Owen, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Adopted Budget for the 2020-2021 Fiscal Year

BACKGROUND

California State law requires that each public school agency prepare an annual operating budget and approve such by June 30th of each year. "The District Board of Education shall certify in writing whether or not the District is able to meet its financial obligations for the 2020-2021 fiscal year and, based on current forecasts, for two subsequent fiscal years. The certifications are classified as positive, qualified, or negative, pursuant to standards and criteria adopted by the State Board of Education (Education Code 33127).

CURRENT SITUATION

The proposed 2020-2021 Adopted Budget is submitted to the Eden Area ROP Governing Board for their review, comment and approval. A complete budget packet with supplemental backup data will be provided under separate cover to the Board. Copies are available to the public upon request.

The Adopted Budget was prepared and reviewed in accordance with all state adopted criteria and standards in line with the Governor's new budget for Local Control Funding Formula (LCFF).

The Governing Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years in certifying the 2020-2021 for Adopted Budget as positive. The Adopted Budget confirms the Eden Area ROP's ability to meet all financial obligations for the current fiscal year and two subsequent fiscal years. Finally, the Eden Area ROP continues to meet and exceed AB 1200 requirements.

RECOMMENDATION

It is recommended that the Governing Board approve the Adopted Budget for the 2020-2021 fiscal year.

DATE: June 24, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Superintendent's Goals for the 2020-2021 School Year

BACKGROUND

Each year the Governing Board develops goals for the Superintendent. The goals are designed to set a path for moving the organization forward and serve as the basis for the Superintendent's evaluation at the end of the school year.

CURRENT SITUATION

The Governing Board and Superintendent have discussed goals for the upcoming school year and a recommendation to the Governing Board will be presented to finalize the Superintendent's goals for the 2020-2021 school year.

RECOMMENDATION

It is recommended that the Governing Board approve the Superintendent's goals for the 2020-2021 school year.

SUPERINTENDENT'S GOALS 2020-2021

Ensure curriculum and instruction is responsive to current academic and industry needs

- Develop a blended learning model to support student learning
- Design and provide professional development opportunities for all staff that foster high quality instruction
- Continue to identify options that enable all of our programs to provide industry recognized certifications, a-g qualifying, and/or articulation with community colleges

Develop new and strengthen existing partnerships

- Work collaboratively with the districts to ensure that CTE programs offered support students in meeting the requirements of the College and Career Readiness Indicator
- Continue to develop partnerships with businesses that support work based learning opportunities across the continuum
- Continue to refine advisory committee structure to ensure program focus remains relevant to industry needs

Implement systems that support the effective use of technology

- Identify, purchase and utilize cutting edge technology to support the effective operation of the ROP
- Identify, purchase and utilize cutting edge technology to support effective teaching and learning in a variety of situations

Monitor current funding and identify opportunities to increase and diversify funding streams

- Continue to develop strategic partnerships aligned to funding opportunities
- Continue to identify and apply for grants aligned to the ROP mission
- Monitor current budget, spending patterns and identify areas to increase efficiency