



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

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

Friday, June 5, 2020
4:00 pm

GOVERNING BOARD MEMBERS

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

MISSION STATEMENT

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



Regular Meeting of the ROP Governing Board

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: Friday, June 5, 2020

Time: 4:00 p.m.

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

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

Attend Zoom Meeting Instructions:

- **To observe the meeting by video conference**, please click on [LINK](#) or go to <https://us02web.zoom.us/j/83190595209?pwd=NmMxVXNobUJ3TDRYTmdHYzJWcThhUT09> at the noticed meeting time.
Meeting ID: **831 9059 5209**
Password: **ROP65**

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 **831 9059 5209**, then press "#". Password: **707324**

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 Minutes of the Regular Governing Board Meeting of May 7, 2020 (pages 4-11)
- B. Request the Governing Board to approve the Bill Warrants (pages 12-15)
- C. Request the Governing Board to approve the Personnel Action Items (pages 16-17)
- D. Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2020-2021 School Year (pages 18-24)
- E. Request the Governing Board to approve the Agreement with Cindy Christovale for Direct Support Professional Training for the 2020-2021 School Year (pages 25-31)
- F. Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2020-2021 School Year (pages 32-38)
- G. Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2020-2021 School Year (pages 39-41)
- H. Request the Governing Board to approve the MOU with the Alameda County Office of Education Network (ACOENet) for the Access Plus Service for the 2020-2021 School Year (pages 42-50)
- I. Request the Governing Board to approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2020-2021 School Year (pages 51-56)

VII. Information Items

- A. Career Counselor's Report (page 57)
- B. Student Awards Ceremony (page 58)
- C. The Superintendent's Evaluation Timeline (pages 59-60)

VIII. Action Items

Open Public Hearing for the Adoption of the Recommended Textbook for the 2020-2021 School Year

Close Public Hearing

- A. Request the Governing Board to approve the Adoption of the Recommended Textbook for the 2020-2021 School Year (page 61)

- B. Request the Governing Board to approve the Second Reading and Adoption of the Governing Board Policies and Administrative Regulations 5000-9000 (page 62)
- C. Request the Governing Board to approve the Adoption of Resolution 12-19/20: Retirement: Evan Goldberg (pages 63-64)
- D. Request the Governing Board to approve the 2020-2021 High School Student Calendar (pages 65-66)
- E. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2020-2021 School Year (pages 67-70)
- 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 (pages 71-79)

IX. Superintendent’s Report

X. Public Comment regarding Closed Session Items

The public will have the opportunity to comment on Closed Session Agenda Items.

XI. Recess to Closed Session

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

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

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

XIII. 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

XIV. Adjournment

CONSENT CALENDAR



**Minutes of the Regular Meeting of the ROP Governing Board
May 7, 2020**

I. Call to Order

Mrs. Jo A.S. Loss, President, called the meeting to order at 5:46 p.m. on Thursday, May 7, 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

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
Evan Goldberg	Grant Coordinator

ROP Staff in Attendance:

Gabriela Juarez	Executive Assistant
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III. Recess to Closed Session

The meeting was called into closed session at 5:47 pm

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

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

The meeting resumed to open session at 6:14 p.m.

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

No action was taken

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

No action was taken

V. Pledge of Allegiance

Craig Lang led the Pledge of Allegiance.

VI. Mission Statement

Bernie Phelan read the Eden Area ROP mission statement.

VII. Approval of Agenda

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

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

VIII. Consent Calendar

Trustee Robert Carlson moved to approve the Consent Calendar items as written.

- A. Approve the Minutes of the Regular Governing Board Meeting of March 5, 2020
- B. Approve the Bill Warrants
- C. Approve the Personnel Action Items
- D. Approve the Listed Donations- San Leandro Police Department
- E. Approve the Quarterly Report on Williams Act Complaints and Resolutions
- F. Approve the Receipt of the Workability I Program Funds
- G. Approve the Advisory Committee Members
- H. Approve the Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2020-2021 School Year
- I. Approve the Agreement with Eide Bailly LLP for Auditing Services for the 2020-2021, 2021-2022 and 2022-2023 School Years
- J. Approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2020-2021 School Year

Trustee Peter Oshinski seconded the motion.

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

IX. Information Items

A. First Reading of the Governing Board Policies and Administrative Regulations 5000 9000

Linda Granger, Superintendent, presented to the Governing Board the first reading of Board Policies and Administrative Regulations for the 5000-9000 series.

The Governing Board discussed and decided on a few minor changes to be made for the second reading, which included:

- AR 5020(d) Replaced "television" with "screen time"
- AR 5113 (c) Replaced "Principal" with "Superintendent or designee"
- AR 5125.1 (b) Revised the following statement, "Only the Superintendent ~~or designee~~ shall notify parents/guardians that they may request that the Eden Area ROP not release the name, address, and telephone number of their student to military recruiters, Immigration and Customs Enforcement (ICE), employers, or institutions of higher education without prior written consent." The underlined was added and the strikethrough text was removed.
- BP 5131 (b) Added "vaping" to #7 under the prohibited student conduct list
- AR 5131.1 (a) Added "vape" to #8 under the bus rider rules
- BP 5131.6 (b) Added "tobacco, vaping" to the list of items students shall not possess, use, or sell
- BP 5132 (b) Removed "Gang-Related Apparel" section
- AR 5144.1 (b) Added "vaping" to #8 under the list of grounds for suspension: grades k-12
- AR 5145.3 (b) Added "gender questioning" to #4 under the measures to prevent discrimination list
- AR 5145.3 (c) Added "gender questioning" to #6 under the measures to prevent discrimination list
- AR 5145.3 (f) Included gender neutral pronouns to #2
- AR 6161.1 (b) Replaced "paper, binding" with "hard copy"
- AR 6163.2 (b) Added "Service animals shall wear some form of identification signifying their positions as a service animal" at the end of the AR
- AR 6163.4 (b) Added "vaping" to #5 under the list of online/internet services: user obligations and responsibilities
- BB 9012 (a) Replaced "and should make clear that his/her response does not necessarily reflect the views of the Governing Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Governing Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate Eden Area ROP process. As appropriate, communication received from the media shall be forwarded to the designated Eden Area ROP spokesperson." with "addressed to them individually. The

Board President and Superintendent shall be included in the response. The Board President shall communicate with the Superintendent and determine the appropriate response to a communication addressed to all members of the Governing Board."

BB 9320 (a) Replaced "The Governing Board shall hold one (1) regular meeting(s) each month excluding January and July. Regular meetings shall be held at 5:45p.m. on the 1st Thursday of the month at the Eden Area ROP Boardroom." with "Regular meetings shall be held once a month at 5:45 p.m. on the 1st Thursday of the month at the Eden Area ROP Boardroom, unless posted otherwise. The Superintendent shall bring forward an annual meeting calendar for Governing Board approval."

BB 9322 (c) Added the statement "Responses to agenda item requests from individual board members will be provided to all board members."

X. Action Items

A. Request the Governing Board to approve the Second Reading and Adoption of the Governing Board Policies and Administrative Regulations 4000

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Robert Carlson, the Governing Board approved the adoption of the Governing Board Policies and Administrative Regulations 4000.

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

B. Request the Governing Board to approve the Revised Calendar of Governing Board Meetings for the 2019-2020 School Year

The Board discussed and chose to add a special board meeting on Wednesday, June 24, 2020 at 5:45 pm to present the Eden Area ROP's adopted budget.

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Peter Oshinski, the Governing Board approved the revised calendar of Governing Board meetings for the 2019-2020 school year.

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

C. Request the Governing Board to approve the Adoption of Resolution 6-19/20: Day of the Teacher

Upon review of and a motion by Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the adoption of Resolution 6-19/20: Day of the Teacher.

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

ABSTAIN: 0
ABSENT: 0

D. Request the Governing Board to approve the Adoption of Resolution 7-19/20: Classified Employees' Week

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Juan Campos, the Governing Board approved the adoption of Resolution 7-19/20: Classified Employee's Week.

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

E. Request the Governing Board to approve the Adoption of Resolution 8-19/20: Temporary Borrowing Between Funds

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 8-19/20: Temporary Borrowing Between Funds.

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

F. Request the Governing Board to approve the Adoption of Resolution 9-19/20: Year End Budget Transfers of Funds

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Peter Oshinski, the Governing Board approved the adoption of Resolution 9-19/20: Year End Budget Transfer of Funds.

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

G. Request the Governing Board to approve the Adoption of Resolution 10-19/20: Authority to Sign Contracts for the 2020-2021 Fiscal Year

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Peter Oshinski, the Governing Board approved the adoption of Resolution 10-19/20: Authority to Sign Contracts for the 2020-2021 Fiscal Year.

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

H. Request the Governing Board to approve the Adoption of Resolution 11-19/20: Delegation of Powers to Agents for the 2020-2021 Fiscal Year

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Peter Oshinski, the Governing Board approved the adoption of Resolution 11-19/20: Delegation of Powers to Agents for the 2020-2021 Fiscal Year.

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

I. Request the Governing Board to approve the Proposal to Modify the Delivery of Services within the Educational Services Department 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 proposal to modify the delivery of services within the Educational Services Department for the 2020-2021 school year.

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

J. Request the Governing Board to approve the Revised Job Descriptions, Position Eliminations and New Position

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Robert Carlson, the Governing Board approved the revised job descriptions, position eliminations and new position.

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

K. Request the Governing Board to approve the Pathway Coordinator Position and Job Description and Revised Assistant Director of Educational Services Job Description

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Peter Oshinski, the Governing Board approved the Pathway Coordinator Position and job description and revised Assistant Director of Educational Services job description.

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

L. Request the Governing Board to approve the Revised Salary Schedules

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the revised salary schedules.

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

M. Request the Governing Board to approve the ongoing Agreement with the California School Boards Association District Services Corporation for GASB Report Services

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the ongoing agreement with the California School Boards Association District Services Corporation for GASB report services.

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

N. Request the Governing Board to approve the Agreement with Kaizon Solutions for Janitorial Services for the 2020-2021 School Year

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Peter Oshinski, the Governing Board approved the agreement with Kaizon Solutions for janitorial services for the 2020-2021 school year.

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

O. Request the Governing Board to approve the Ongoing Agreement with Lozano Smith, LLP for Legal Services

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Juan Campos, the Governing Board approved the ongoing agreement with Lozano Smith, LLP for legal services.

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

XI. Superintendent's Report

Linda Granger reported that it was an honor to present at San Lorenzo USD's Board meeting on Tuesday and gave a brief update of what we have been doing as we transitioned from a hands-on program to distance learning.

At the start of the shelter in place our priority was to make sure the students knew we cared, not only academically but about their well-being. Each instructor called every one of their students to check on them and they continue to check on them on a weekly basis. She is very proud of what they have been able to accomplish in a short

amount of time as they have transitioned to a distance learning model. She is proud of all the departments and how they have been able to transition to working from home.

Superintendent Granger wanted the Governing Board to not just hear from her, but from the administration team about the great things that ROP has been doing. She introduced each administrator to share a few highlights during these unprecedented times.

XII. Communications

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

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

XIII. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Trustee Juan Campos, San Lorenzo Unified School District representative, commended staff for the first Board meeting and despite what we are going through everyone is putting forward their best efforts to get things done.

Trustee Jo A.S. Loss, Castro Valley Unified School District representative, shared that ACOE will be hosting a Budget Program meeting via Zoom on May 20, 2020 at 11:00 am. She also noted that Alameda County School Boards Association in collaboration with CSBA will be hosting a meeting at the same time. She concluded her report by commending the Superintendent, staff and teachers for all the work they have done. No one knew this was going to happen and she is super impressed that all the needs of students are being met and they are being educated.

XIV. Adjournment

The meeting was adjourned at 7:22 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

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

CONSENT CALENDAR



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Personnel Action Items

CURRENT SITUATION

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

CONSENT CALENDAR



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2020-2021 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Abraham Hill, and the Eden Area ROP to provide training for the 2020-2021 school year.

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-

Abraham Hill
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Coordination and Teaching of a two-year, 70-hour standardized statewide competency-based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 10 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.

- b. Complete all required and necessary documents associated with curriculum, tracking, training and testing of CCF direct care staff and CCR administrators when needed.
- c. Attend training - the Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

- 2. The term of this Agreement will begin on July 1, 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 teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
- 5. This compensation will be payable upon completion of the agreed to services.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

- 7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for

the mandated August 2020 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

- b. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

- 8. The Service Provider will be reimbursed for attending required training. The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

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

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Abraham Hill

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Cindy Christovale for Direct Support Professional Training for the 2020-2021 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Dr. Cindy Christovale, and the Eden Area ROP to provide training for the 2020-2021 school year.

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 -

Dr. Cindy Christovale
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Coordination and Teaching two-year, 70-hour standardized statewide competency based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 9 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.

- b. Proctor challenge and skill test for Year 1 and/or Year 2 in lieu of training for direct support professionals and administrators. If a passing score on the challenge test is not achieved, the student must enroll in the 35-hour training class.
- c. Complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.
- d. Attend training and conferences. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

- 2. The term of this Agreement will begin on July 1, 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 teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
- 5. This compensation will be payable upon completion of the agreed to services.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

- 7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the

Customer for all such expenses **OR** the Service Provider will arrange and pay for all travel accommodations for the mandated August 2020 DSP training and submit an invoice and receipts to the Fresno HUB for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated. 2. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time. 3. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

8. The Service Provider will be reimbursed for attending required training. The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
 - a. Eden Area ROP
26316 Hesperian Blvd, Hayward, California, 94545
Fax Number: (510) 293-8325
 - b. Dr. Cindy Christovale

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

Costs and Legal Expenses

18. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any

other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Dr. Cindy Christovale

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2020-2021 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Ellen Faryna, and the Eden Area ROP to provide training for the 2020-2021 school year.

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-

Ellen Faryna
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Coordination and Teaching of a two-year, 70-hour standardized statewide competency-based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 10 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.

- b. Complete all required and necessary documents associated with curriculum, tracking, training and testing of CCF direct care staff and CCR administrators when needed.
- c. Attend training - the Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on July 1, 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 teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
5. This compensation will be payable upon completion of the agreed to services.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for

the mandated August 2020 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

- b. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

- 8. The Service Provider will be reimbursed for attending required training. The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

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

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Ellen Faryna

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 5, 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 Alameda County Office of Education (ACOE) for Delivery Services for the 2020-2021 School Year

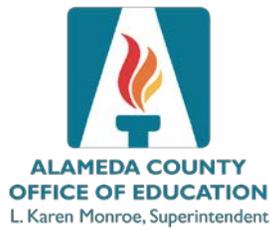
BACKGROUND

Each year the Eden Area ROP contracts with the Alameda County Office of Education (ACOE) to provide delivery and pick-up services.

CURRENT SITUATION

The attached is the agreement renewal with ACOE effective July 1, 2020 through June 30, 2021.

CONSENT CALENDAR



2020/2021

**Delivery Services Agreement
With
The Alameda County Office of Education**

For the purposes of this agreement between Alameda County Office of Education and **Eden ROP** of Alameda County, a public corporation, organized and existing under and by virtue of the laws of the State of California, the former party shall be referred to as the COUNTY OFFICE and the latter as the DISTRICT.

It is herewith agreed that the COUNTY OFFICE shall provide a delivery service for which the DISTRICT agrees to pay. The service, however, may be cancelled at any time by the COUNTY OFFICE with 30 days written notice to the DISTRICT. It is not anticipated that such an action would take place unless the costs of operating the program are excessive.

The cost of providing the service is **\$ 3,916.59** for **2020/2021** with payment in full to be made upon billing by the COUNTY OFFICE. The charge may be increased or decreased should operating costs exceed or fall below the projections; however, all districts involved would receive their pro-rated share of the increased costs or cost reductions.

The term of this contract is from **July 1, 2020** through **June 30, 2021**.

The current delivery and pick-up will occur based on your current schedule of 3 days per week, but only on the days that the COUNTY OFFICE is open.

Delivery to the DISTRICT shall be made to the following address only: (Please contact Denise Carrillo to make any address or contact changes at 510-670-4555 or email dcarrillo@acoe.org.)

26316 Hesperian Blvd, Hayward, CA 94545

The contact person at the delivery site will be:

Ariel Owen/510-293-2906

The COUNTY OFFICE will:

1. Pick up district requested materials, envelopes and financial documents addressed to schools/districts at the COUNTY OFFICE and deliver to the address noted above. Each daily delivery shall be limited to an aggregate of fifty pounds (50#).
2. Deliver district requested materials, envelopes and financial documents picked up from the DISTRICT to the COUNTY OFFICE or re-routed to any of the districts participating in the service subject to the same restrictions noted in #1.
3. Have the driver bonded to the maximum amount available under COUNTY OFFICE insurance program.

4. The COUNTY OFFICE will bill the DISTRICT on or about the middle of the fiscal year.

The DISTRICT will:

1. Herewith authorizes the County’s drivers to sign for and carry vendor warrants and “out-of-cycle” (manual) payroll warrants to and from the COUNTY OFFICE.
2. Not use the delivery service to transport case (coin and currency) for deposit.
3. Herewith authorize / not authorize (cross out one) the transmittal of deposits (checks only) to the COUNTY OFFICE via the delivery service.
4. Assume full responsibility for replacing or reissuing any materials produced by it and shipped via the delivery service which might be lost, stolen, destroyed or in some way damaged and will hold the COUNTY OFFICE harmless from any liability attached to the loss or destruction of the material being carried.

DISTRICT. Agrees to defend, indemnify and hold harmless the Alameda County Office of Education, its officers, agents, employees and assigns for any and all liability arising out of the negligent or wrongful act of any of them in connection with this agreement. This agreement shall not extend to acts of omissions found to be intentional or grossly negligent by a court of competent jurisdiction.

Insurance coverage for vehicle usage under this agreement is being provided by the COUNTY OFFICE. However, since said office maintains a \$5,000.00 deductible at the present time, DISTRICT executing this agreement herewith acknowledges the deductible as being chargeable to the Delivery Service Program.

IN WITNESS WHEREOF, the COUNTY OFFICE has executed this agreement and the said DISTRICT has agreed to the provision described.

Eden ROP

Alameda County

State of California

Authorized Agent

Date: _____

Raul A. Parungao

Associate Superintendent of Business Services

Alameda County Office of Education

for Alameda County Office of Education

Date: _____



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Ariel Owen, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the MOU with the Alameda County Office of Education Network (ACOENet) for the Access Plus Service for the 2020-2021 School Year

BACKGROUND

Each year the Eden Area ROP contracts with the Alameda County Office of Education Network (ACOENet) for connection service to the statewide K-20 network (K12 Highspeed Network) and related maintenance thereof.

CURRENT SITUATION

The attached MOU reflects the new agreement between the Eden Area ROP and the Alameda County Office of Education Network (ACOENet) for the 2020-2021 school year.

CONSENT CALENDAR



Memorandum of Understanding with Eden ROP for Access Plus Service

7/1/2020 to 6/30/2021

This agreement is between Eden Area Regional Occupational Program Center (hereinafter, "Client") and Alameda County Office of Education Network (hereinafter, "ACOENet") for connection service to the statewide K-20 network ("K12 Highspeed Network") and related maintenance and support. Client wishes to contract with ACOENet for connection service to the K12 Highspeed Network ("K12 HSN") and ACOENet is willing to supply the connection to Client. ACOENet and Client agree as follows:

1. SERVICES

Services provided by ACOENet are described in Appendix A. Any changes to specified circuit type/speed detailed in Appendix A must be made before the signed contract date.

2. PAYMENT

In consideration of the services set forth above to be performed by ACOENet, Client shall pay ACOENet the amount according to the options selected in Schedule A. Client agrees to be billed and pay annually for Internet access and miscellaneous access-related service fees according to the rates established by this agreement. Client agrees to pay invoices 30 days from the date of receipt. Late payment will be grounds for termination of service. If this agreement is terminated, the Client is still responsible for any charges on the Client's account.

3. TERM

The services outlined above shall be provided from 7/1/2020 to 6/30/2021. This agreement may be renewed by a written mutual agreement, signed by both parties, for two additional one-year terms.

4. ALTERATION OF AGREEMENT

This agreement may be modified or terminated only by mutual agreement of the parties where the changes are in a writing that is signed by both parties.

5. ASSIGNABILITY

Any product or service provided to the Client and may not be assigned, transferred or resold without written authorization from ACOENet.

6. INDEMNIFICATION

Client shall instruct its personnel and students about copyright laws and the proper use of the Internet. Client shall ensure that personnel and students abide by the policies and regulations of ACOENet (See Appendix B). Client shall indemnify and hold harmless ACOENet, its officers, elected Board, employees, and agents against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from use of ACOENet which may occur to persons or property as a result of its use of ACOENet or permitted by ACOENet, in good faith with due care and without negligence in reliance upon instructions or orders received from Client as to anything arising in connection with this agreement. ACOENet shall be without liability to Client with respect to anything done or omitted to be done, in accordance with the terms of this agreement or instructions properly received pursuant hereto, if

Contract # _____ 2021035 _____ fiscal/calendar

Initial service date: 7/1/2020

Final service date: 6/30/2021

done in good faith and without negligence or willful or wanton misconduct. Client agrees to use ACOENet at its own risk and develop and implement policies and procedures to prevent illegal, libelous, or inappropriate use of ACOENet services. ACOENet specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. In no event shall ACOENet be liable for any loss or other commercial damage, including, but not limited to, special, incidental, consequential or other damages.

Client agrees to protect and indemnify ACOENet against any and all liability, loss, or expense arising from claims including, but not limited to, financial liability for commercial use of the Internet, libel, unfair competition, unfair trademarks, trade names or patents, violations of constitutional rights or rights of privacy and infringement of copyrights and property rights resulting from Client's use of ACOENet.

ACOENet shall indemnify and hold harmless Client, its officers, elected Board, employees, and agents against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from action taken or permitted by Client in good faith with due care and without negligence in reliance upon instructions or orders received from ACOENet as to anything arising in connection with its performance under this agreement. Client shall be without liability to ACOENet with respect to anything done or omitted to be done, in accordance with the terms of this agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct.

The Parties agree that the Laws of the State of California govern this agreement. The Parties agree that the County of Alameda, in which ACOENet and Client are located, shall be the forum for any legal action relating to this agreement and the services provided by ACOENet to Client thereunder.

7. PRIVACY

ACOENet provides virtual services that could house client school district student data. Any client school district student records residing on ACOENet technology platforms will remain the property of the client. Client district student data will not be used for any commercial gain. Furthermore, any student data residing on ACOENet platforms will be removed within 90 days of the termination of this agreement.

8. PENALTIES FOR IMPROPER USES

Any Client violating ACOENet Acceptable Use Policy is subject to loss of network privileges. In addition, pursuant to California law, any unauthorized access, attempted access, or use of any state computing and/or network system is a violation of Section 502 of the California Penal Code and/or other applicable federal laws, and is subject to criminal prosecution. All clients are required to adopt, at a minimum, the ACOENet Acceptable Use Policy ("AUP") and are encouraged to create their own.

9. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the day of deposit in the U.S. Mail, postage pre-paid, certified or registered, return receipt requested, and addressed as follows:

Contract # 2021035 fiscal/calendar

Initial service date: 7/1/2020

Final service date: 6/30/2021

Alameda County Office of Education Attn: Information Technology 313 West Winton Avenue Hayward, CA 94544	Eden Area ROP Attn: IT Manager 26316 Hesperian Blvd Hayward, CA 94545
---	--

10. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

11. INTERPRETATION/CONSTRUCTION

The headings set forth in this agreement are for convenience only and shall not be used in interpreting this agreement. This agreement has been drafted by both Parties hereto. Therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed against either party in the interpretation of this agreement.

12. ENTIRE AGREEMENT

Each party acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

13. EXECUTION IN COUNTERPARTS

This agreement may be executed in multiple counterparts by way of facsimile or Adobe pdf format, each of which shall be deemed an original and all of which together shall constitute one agreement.

14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

ACOENet certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this Agreement certifies that ACOENet does not appear on the Excluded Parties List (<https://www.sam.gov/>).

15. INCORPORATION BY REFERENCE

1. Appendix A is incorporated into this agreement as if fully set forth herein for the purposes of describing the services offered, setting forth the fee schedule, and determining the amount Client must pay for selected services.
2. The AUP outlined in Appendix B is local policy for ACOENet. ACOENet is an official Node Site for the K12 High-speed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN (K12 High-speed Network) the K12 HSN AUP supersedes local policies.

Contract # 2021035 fiscal/calendar

We, the undersigned, agree to the above terms and conditions and we are authorized to sign on behalf of our organizations.

ORGANIZATION: _____ and _____ ACOENet _____

Printed name and title

Ryan Choate, Director
Printed name and title

Signature

Date

Signature

Date

Contract # _____ 2021035 _____ fiscal/calendar

Initial service date: 7/1/2020

Final service date: 6/30/2021

Schedule A

Schedule of Services

ACOENet reserves the right to refuse service to anyone at any time for violation of this agreement.

Organization: Eden ROP

Item	Qty.	Description	One Time Cost	Annual Cost
Access Type/Speed	1	Access Plus / 250 Mbps		\$12,000.00
DNS				\$0
Domain Name				\$0
Other				
TOTAL COST				\$12,000.00

Initials: _____
ORGANIZATION ACOENet

Contract # _____ 2021035 _____ fiscal/calendar

Initial service date: 7/1/2020

Final service date: 6/30/2021

Appendix A

ACOENet Access Plus Services List

Access Plus

ACOENet provides secure, monitored and managed Internet Access to its clients. As part of this service, ACOENet will help match Client's need for service with available funds. ACOENet can also provide for an additional fee: e-mail hosting, web hosting, consulting services in areas such as desktop maintenance, server maintenance, router maintenance, security and firewall configuration, and many other services.

Included:

- Secure, monitored and managed K12 HSN access
- Connection to the Statewide K-20 network (K12 High Speed Network), Internet2 and the commodity Internet by enabling Client to connect data circuit(s) to the ACOE Network Operations Center (NOC)
- Appropriate IP address space (if needed) from ACOENet's address pool (ACOE-owned)
- Primary or secondary domain name hosting service
- Network monitoring from the ACOE NOC to the Client border router
- Coordination of circuit support between the local carrier and Client's IT personnel
- Bandwidth usage reports for districts
- Assistance with circuit selection and provisioning
- Firewall Service

ACOENet Access Plus Fees

Port Speed	Annual Cost
100 Mbps	\$8,900
250 Mbps	\$12,000
500 Mbps	\$15,400 ¹ /\$19,650 ²
1 Gbps	\$18,500 ¹ /\$24,500 ²
2 Gbps	\$32,450 ¹ /\$39,450 ²

¹ Point to point network connection

² Cloud based network connection

The pricing contained in this agreement is contingent upon the full funding of the K12 HSN in the California State budget. Revised pricing will be made available in the event K12 HSN is not fully funded or K12 HSN changes its pricing schedule.

Contract # 2021035 fiscal/calendar

Initial service date: 7/1/2020

Final service date: 6/30/2021

Appendix B

Acceptable Use Policy

General Acceptable Use:

Network Etiquette:

All users are expected to abide by the generally accepted rules to network etiquette. These include, but are not limited to the following:

- (a) Be polite. Do not get abusive in your messages to others.
- (b) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities, which are prohibited under state or federal law.
- (c) Do not reveal your personal address or phone numbers of students or colleagues.
- (d) Do not use the network in such a way that you would disrupt the use of the network by other users.
- (e) All communications and information accessible via the network should assumed to be private property.

Acceptable Uses:

- Activities that are part of the support infrastructure needed for instruction, scholarship and institutional management of the participant institutions.
- Instructional applications engaged in by students, faculty and staff.
- Communication and exchange for professional development, to maintain currency, or to debate issues in a field or sub-field of knowledge.
- Subject matters/discipline associations, government-advisory, or standard activities related to the user's research, instructional and/or administrative activities.
- Applying for or administering grants or contracts for instruction, professional infrastructure upgrades and student support services.
- Announcements of new products or services used in instruction and institutional research.
- Access to information resources, computers, and people throughout the world.
- Interaction with students, faculty, and staff by electronic mail and other means of electronic communication.
- Access to libraries, information resources, databases, and news from commercial, and non-commercial sources.

Contract # _____ 2021035 _____ fiscal/calendar

Initial service date: 7/1/2020

Final service date: 6/30/2021

- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.
- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

Unacceptable Uses:

Examples of unacceptable use include, but are not limited to, the following:

- Any illegal use of ACOENet, or use in support of illegal activities, is prohibited. Illegal use shall be defined as use that violates local, state and/or federal law. This includes, but is not limited to, the following: stalking others, transmitting or originating any unlawful, fraudulent or defamatory communications, transmitting copyrighted material beyond the scope of fair use without permission of the copyright owner, or any communications where the message or its transmission or distribution, would constitute or would encourage conduct that is a criminal offense.
- Activities that interfere with or disrupt network users, services, or equipment. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising or mass mailings; "spamming;" propagation of computer worms or viruses; and using ACOENet to make or attempt to make unauthorized entry to other computational, informational or communications devices or resources. For the purpose of this AUP, "unsolicited advertising" includes any transmission that describes goods, products, or services that is initiated by a vendor, provider, retailer, or manufacturer of the described goods, products, or services, or by a third party retained by, affiliated with, or related to the vendor, providers, retailers, or manufacturer.
- Use in furtherance of profit-making activities (consulting for pay, sales or distribution of commercial products or services for profit, etc.) or use by for-profit companies, unless specifically authorized by ACOENet, the K12 HSN Program Steering Committee and CENIC Board of Directors.
- Use in support of partisan political activities.
- Use for private or personal activities that exceed ACOENet related research, instruction, or administrative applications, or when there is personal monetary gain.



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Ariel Owen, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2020-2021 School Year

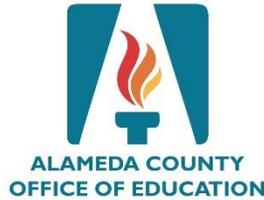
BACKGROUND

The Eden Area ROP contracts its payroll processing services with the Alameda County Office of Education (ACOE). The MOU includes processing of employee deductions, health and welfare and timesheets. CalSTRS and CalPERS reporting are also included.

CURRENT SITUATION

The attached MOU with the Alameda County Office of Education (ACOE) provides details of the payroll processing services for 2020-2021 school year.

CONSENT CALENDAR



MEMORANDUM OF UNDERSTANDING

- PARTIES:** This Memorandum of Understanding (MOU) is entered into between the **Alameda County Office of Education (ACOE)** and **Eden Area Occupational Program (EAROP)**.
- PURPOSE:** The purpose of this MOU is to enable the ACOE and EAROP to have the ACOE provide certain payroll processing services, and ACOE is willing and able to provide such services.
- AUTHORITY:** This MOU is entered into by and between the parties in exercise of the authority set forth in and governed by the laws of the State of California.
- TERM:** This MOU shall become effective upon the date of execution by both the parties and shall continue for a period of 12 months **effective July 1, 2020 and ends June 30, 2021**. This agreement is renewable from year to year, unless either party gives notice of intent to withdraw by May 15th of the effective period.

SCOPE OF SERVICES:

- A. The ACOE (Internal Business Services department) agrees to provide the following services:
1. Process monthly time cards.
 2. Process employee payroll deductions and health & welfare insurance premiums through payroll.
 3. Prepare manual payroll warrants, if necessary.
 4. Set up and update specific employee payroll record data in ESCAPE (i.e. W-4, Advanced Earned Income Credit or AEIC, DE-4, direct deposit and retirement additions).
 5. Prepare STRS & PERS reports and reconcile to financial system.
 6. Include EAROP in Agency's STRS and PERS reports under EAROP's own Unit Code identity.

7. Reconcile and file quarterly and annual federal and state employer payroll tax reports including W-2 forms and State Unemployment Insurance reports.
 8. Provide Direct Deposit of payroll warrants.
 9. Deposit federal and state payroll taxes.
 10. Meet with EAROP personnel manager and/or business manager, as needed, to implement required payroll procedures.
 11. Regular payrolls will be processed once a month at ACOE in accordance with the EAROP calendar.
- B. EAROP agrees to complete, on a timely manner, all information necessary to process the payroll.
1. Timesheets must be received by ACOE's payroll department no later than 2 business days after the 15th of each month.
 2. EAROP will provide ACOE with no less than three weeks advance notice from Payroll cut off date of any salary increase resulting in a retro payment.
 3. EAROP will establish payroll parameters; calendars, work year, pay schedules and other necessary information to produce an accurate payroll.
 4. EAROP will track the balances of all sick leaves, vacation leaves and any other leaves. Also, EAROP will track and manage reports all items related to the Affordable Care Act.
 5. Set up annual rates for PERS, STRS, Workers' Compensation, State Unemployment Insurance, health & welfare premiums, and other payroll related employer and employee deductions.
 6. Review payroll set-up and add-ons.
 7. Reconcile and mail vendor warrants excluding health & welfare insurance premiums.
 8. Enroll qualified employees under PERS and STRS systems (my/CalPERS or REAP).
 9. Maintain payroll vendor file.
 10. EAROP is responsible for keeping original copies of payroll records. Only copies of such records will be sent to ACOE.

11. Responsible for paying Local Experience Charge (LEC) bills and sales taxes.
12. EAROP shall ensure that sufficient funds are available in their County Treasurer's account to cover the full amount of payroll.
13. In case of payroll related questions, ACOE will discuss the issue with the EUSD office personnel and not directly with the affected employee.

COMPENSATION:

In exchange for the support and services to be provided by ACOE under the terms and conditions of this Agreement, EAROP shall pay ACOE a total amount of **\$27,600**. ACOE shall invoice EAROP quarterly in the amount of \$6,900.

INSURANCE:

During the term of this MOU, ACOE shall provide to EAROP and EAROP shall provide to ACOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. ACOE shall also provide EAROP, and EAROP shall also provide ACOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by ACOE OR EAROP shall be excess and noncontributory." Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless EAROP and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.
- B. Insofar as permitted by law, EAROP shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of EAROP, its officers, agents or employees.

- C. It is the intent of the ACOE and EAROP that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. ACOE and EAROP agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and EAROP further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

TERMINATION/SUSPENSION:

This MOU may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this MOU may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this MOU

NON-DISCRIMINATION:

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

NOTICES:

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To ACOE:	Alameda County Office of Education 313 West Winton Avenue Hayward, CA 94544
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To Eden Area Occupational Program:	Eden Area Occupational Program 26316 Hesperian Blvd. Hayward, CA 94545
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INTEGRATION:

This MOU represents the entire and integrates agreement between ACOE and EAROP, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of ACOE and EAROP.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU

IN WITNESS WHEREOF, ACOE and EAROP have executed this MOU as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION

EDEN AREA ROP

Signature of Designee for
Alameda County Office of Education

Signature of Authorized EAROP
Representative

Print Name and Title

Print Name and Title

Date

Date

INFORMATION ITEMS



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Lauren Kelly, Assistant Director of Educational Services
SUBJECT: Career Counselor's Report

BACKGROUND

The goal of the Career Counselor is to provide support to the students of the Eden Area ROP through a variety of services. The Career Counselor serves as a liaison with home high school counselors and case managers to ensure students are receiving the necessary support. The Career Counselor provides students with social and emotional as well as college and career counseling. In alignment with the mission of the Eden Area ROP, the career counselor supports students with their exploration of post-secondary options by way of the implementation of a school wide career exploration activity, as well as the continued partnership with Chabot College through the participation in the Early Decision program and the CACC (Chabot Area Counselor Collaboration).

CURRENT SITUATION

The Career Counselor will provide an update on the Eden Area ROP's efforts to provide support and career guidance to students and the efforts to work collaboratively with partner districts.

RECOMMENDATION

Information only



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Lauren Kelly, Assistant Director of Educational Services
SUBJECT: Student Awards Ceremony

BACKGROUND

The Eden Area ROP holds an annual student awards ceremony to recognize outstanding students' performance and achievement. Each instructor selects 1-2 student(s) to award as their Student(s) of the Year.

CURRENT SITUATION

In compliance with the Governor of California's "Safer-at-Home Order" due to COVID-19, the Eden Area ROP had to cancel the annual in person student awards ceremony. To recognize the students for their accomplishments the student awards presentation was posted on the Eden Area ROP website. Each instructor called the homes of their students and spoke with a parent to notify them of the honor and to explain why the student had been selected.

A total of 46 students were recognized for their outstanding performances this year.

RECOMMENDATION

Information only



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: The Superintendent's Evaluation Timeline

BACKGROUND

Part of the role and responsibilities of the Governing Board is to annually evaluate the performance of the Superintendent.

CURRENT SITUATION

Attached is a recommended calendar with a timeline to fulfill this obligation.

RECOMMENDATION

Information only



EdenAreaROP Superintendent’s Evaluation Action/Timeline 2020-2021

2020
Aug

The Superintendent will present draft of 2020-2021 goals to the Governing Board in closed session.

If draft goals are completed in June, final goals will be presented for approval during open session

2020
Sept

If needed, the Superintendent will present to the Governing Board finalized goals for the 2020-2021 school year.

2021
March

Reminder to the Governing Board of notification for extension of the Superintendent’s contract by March 31, 2021.

2021
Apr 15

Evaluation packet will be delivered to the Governing Board, which will include the Superintendent’s job description and accomplishments towards the completion of goals.

The Governing Board members will discuss the evaluation with their respective Superintendents prior to written finalization.

2021
May

The Governing Board President compiles and summarizes all information into draft for discussion with the Governing Board.

The Governing Board discusses the evaluation and prepares for presentation to the Superintendent.

2021
Jun

Final document(s) are presented to the Superintendent. Employment contract language is reviewed, if necessary.

Employment contract is finalized and approved.

The Governing Board will give the Superintendent suggestions and input for goals for the coming year during closed session.

ACTION ITEMS



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Bernie Phelan, Director of Educational Services
SUBJECT: Request the Governing Board to approve the Adoption of the Recommended Textbooks for the 2020-2021 School Year

BACKGROUND

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

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

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

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

CURRENT SITUATION

Listed below are the recommended textbooks for the 2020-2021 school year. The books are available for review by the public upon request.

Pathway: Marketing

NEW TEXTBOOK	ISBN #	PUBLISHED	QTY	COST	OLD TEXTBOOK	PUBLISHED
Marketing Essentials	978-0-02-140110-9	2016	160	92.31	Marketing Essentials	2012

Pathway: Entrepreneurship/Self Employment

NEW TEXTBOOK	ISBN #	PUBLISHED	QTY	COST	OLD TEXTBOOK	PUBLISHED
Entrepreneurship Building a Business	978-0-02-137767-1	2016	160	84.84	Entrepreneurship Owning Your Future	2016

RECOMMENDATION

It is recommended that the ROP Governing Board approve the adoption of the recommended textbooks for the 2020-2021 school year.



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Second Reading and Adoption of the Governing Board Policies and Administrative Regulations 5000-9000

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 2012-2013 school year.

CURRENT SITUATION

The 5000-9000 board policies and administrative regulations have been updated based on the feedback and discussion at the May 7, 2020 Governing Board meeting,

What follows is the second reading of updated 5000-9000 board policies and administrative regulations to reflect current law and regulations.

Copies will be available upon request to the public.

RECOMMENDATION

It is recommended that the Governing Board approve the second reading and adoption of the Governing Board Policies and Administrative Regulations 5000-9000.



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 12 19/20: Retirement: Evan Goldberg

CURRENT SITUATION

The attached Resolution 12 19/20 recognizes Evan Goldberg on the occasion of his retirement for dedicated and compassionate service to the Eden Area ROP students and extends appreciation for his service.

RECOMMENDATION

It is recommended that the Governing Board approve the Adoption of Resolution 12 19/20: Retirement: Evan Goldberg.



EdenAreaROP

Resolution No. 12 19/20

Retirement: Evan Goldberg

WHEREAS, Evan Goldberg has worked in public education for 30 years; and

WHEREAS, Evan Goldberg supported and implemented the Eden Area ROP's mission 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.

WHEREAS, Evan Goldberg has been instrumental in providing career technical education and academic support to the students of the four participating school districts of the Joint Powers Agreement (JPA): Castro Valley, Hayward, San Leandro and San Lorenzo School Districts; and

WHEREAS, Evan Goldberg has served with great distinction; and

WHEREAS, Evan Goldberg has been a warm, thoughtful, honorable and dedicated employee and friend with a compassionate heart for the students and staff of the Eden Area ROP; and

WHEREAS, Evan Goldberg has decided to retire from Public Education on June 30, 2020;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area ROP Governing Board do hereby commend Evan Goldberg and express their sincere appreciation for his significant service to the Eden Area ROP; and

BE IT FURTHER RESOLVED, that the ROP Governing Board extends the very best wishes and congratulations to Evan Goldberg and that a copy of this resolution be presented to him as an expression of great esteem and gratitude.

PASSED AND ADOPTED this 5th day of June 2020.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Jo A.S. Loss, Board President
Eden Area ROP Governing Board



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the 2020-2021 High School Student Calendar

BACKGROUND

Each year the Eden Area ROP develops a school calendar based upon the calendars of the four districts it serves.

CURRENT SITUATION

Currently, all four school districts have adopted school calendars. The attached Eden Area ROP high school student calendar is being presented that best coincides with the district calendars.

RECOMMENDATION

It is recommended that the Governing Board approve the 2020-2021 high school student calendar.

JULY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
0				

AUGUST

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
11				

SEPTEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
21				

OCTOBER

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
22				

NOVEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
15				

DECEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
14				

JANUARY

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
19				

FEBRUARY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
18				

MARCH

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
22				

APRIL

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
17				

MAY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
20				

JUNE

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
1				

IMPORTANT DATES

July 6, 2020	Independence Day
August 11, 2020	Professional Development
August 12, 2020	Professional Development
August 13, 2020	Professional Development
August 14, 2020	Teacher Work Day
No 10 month classified	
August 17, 2020	First day of school
September 7, 2020	Labor Day
November 11, 2020	Veterans Day
November 23-27, 2020	Thanksgiving Break
No students, instructors, 10 month classified, 11 month classified & career counselor	
December 18, 2020	End of 1st Semester/Minimum Day
December 21-January 1	Winter Break
January 18, 2021	Martin Luther King Jr. Day
February 15, 2021	President's Day
February 19, 2021	Lincoln's Birthday
March 31, 2021	Cesar Chavez Day
No students, instructors, 10 month classified & career counselor	
April 5-9, 2021	Spring Break
No students, instructors, 10 month classified, 11 month classified & career counselor	
May 31, 2021	Memorial Day
June 1, 2021	Last Day of School
June 2, 2021	Teacher Work Day
No students & 10 month classified	

DISTRICTS' FIRST DAY OF CLASS

August 11, 2020	Castro Valley USD
August 24, 2020	Hayward USD
August 12, 2020	San Leandro USD
August 20, 2020	San Lorenzo USD

DISTRICTS' LAST DAY OF CLASS

May 28, 2021	Castro Valley USD
June 15, 2021	Hayward USD
June 3, 2021	San Leandro USD
June 9, 2021	San Lorenzo USD

NUMBER OF INSTRUCTIONAL DAYS

180 days of instruction
Number of Instructional days in a month are in the shaded gray boxes.

EMPLOYEE WORK CALENDAR

August 11, 2020-June 2, 2021	10 Month Certificated
July 31, 2020-June 7, 2021	Career Counselor
August 11, 2020-June 1, 2021	10 Month Classified
July 1, 2020-June 30, 2021	12 Month Classified

Accredited by the Western Association of Schools and Colleges
 Governing Board Approved: **PENDING**



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2020-2021 School Year

BACKGROUND

The Eden Area ROP annually presents the Governing Board with the Governing Board Meeting calendar for the upcoming school year. Meetings are held on the first Thursday of every month at 5:45 pm, with the exception of January and July where no meeting is held.

CURRENT INFORMATION

The Superintendent is requesting that the Governing Board review the calendar dates through June 2021 and make any necessary changes to accommodate the annual schedule.

There are a few potential conflicts for the 2020-2021 schedule. Staff will offer options to resolve these conflicts. Staff has also assured the proposed dates do not conflict with the scheduled districts' board meetings.

RECOMMENDATION

It is recommended that the Governing Board approve the calendar of Governing Board meetings for the 2020-2021 school year.



Date: June 5, 2020
 To: Eden Area ROP Governing Board Members
 From: Linda Granger, Superintendent
 Re: 2020-2021 Governing Board Meeting Dates

There are a few potential conflicts for the 2020-2021 Governing Board meeting schedule. Below are options to resolve these conflicts. Staff has also assured the proposed dates do not conflict with the scheduled districts' Board meetings.

DECEMBER MEETING:

CSBA will be holding their Annual Education Conference Thursday, December 3, 2020 through Saturday, December 5, 2020 in Anaheim, CA. This will conflict with our December meeting if Governing Board members are planning on attending the conference. The Eden Area ROP staff is suggesting the following options:

1. Leave the meeting at our regularly scheduled time on December 3, 2020 at 5:45 pm
2. Change the date to Monday, December 7, 2020 at 5:45 pm
3. Change the date to Thursday, December 10, 2020 at 5:45 pm

District Meetings in December:

San Leandro	Tuesdays	TBD
San Lorenzo	Tuesdays	1, 15
Hayward	Wednesdays	TBD
Castro Valley	Wednesdays	9

JANUARY MEETING:

The Governing Board has entertained the possibility of adding a Governing Board meeting in January. The Eden Area ROP staff is suggesting the following options:

1. Schedule a special board meeting only if needed
2. Add a meeting on Thursday, January 14, 2021 at 5:45 pm

District Meetings in January:

San Leandro	Tuesdays	TBD
San Lorenzo	Tuesdays	19
Hayward	Wednesdays	TBD
Castro Valley	Wednesdays	13, 20, 27

JUNE MEETING:

Historically, San Leandro Unified School District holds their high school graduation ceremony on the last day of school. This year the last day for San Leandro High School is June 3, 2021 and will conflict with our June Governing Board meeting. The ROP is requesting that the June Governing Board meeting be held the next day on Friday, June 4, 2021. This date would be in alignment with what we have done the last few of years. The Eden Area ROP staff is suggesting the following option:

1. Friday, June 4, 2021 at 5:45 pm

Districts' Last Day of School:

Castro Valley	Friday	5/28/21
San Leandro	Thursday	6/3/21
San Lorenzo	Wednesday	6/9/21
Hayward	Tuesday	6/15/21



GOVERNING BOARD MEETING DATES 2020-2021

The Eden Area ROP Governing Board meets the first Thursday of every month and meetings begin promptly at 5:45 p.m. in the Eden Area ROP Boardroom in Building A, unless posted otherwise. The Eden Area ROP is located at 26316 Hesperian Blvd, Hayward, CA 94545. The following dates have been scheduled for 2020-2021:

July 2020	No Meeting Scheduled
August 6, 2020	
September 3, 2020	
October 1, 2020	
November 5, 2020	
December 2020	TBD by the Governing Board
January 2021	For discussion by the Governing Board
February 4, 2021	
March 4, 2021	
April 1, 2021	
May 6, 2021	
June 4, 2021	1st Friday at 5:45 pm

Governing Board Terms 2020-2021 School Year

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

Board Member	Board Title	District	Term	New Term Commences
Jo A.S. Loss	President	Castro Valley	01/19-12/20	1/2021
Dr. Robert Carlson	Vice-President	Hayward	01/20-12/21	1/2022
Peter Oshinski	Member	San Leandro	01/19-12/20	1/2021
Juan Campos	Member	San Lorenzo	01/20-12/21	1/2022



DATE: June 5, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Lauren Kelly, Assistant Director of Educational Services
SUBJECT: Request the Governing Board to approve the Agreement with the East Bay Municipal Utility District (EBMUD) for Virtual Work-Based Learning Services for the 2020-2021 School Year

BACKGROUND

This past year, the East Bay Municipal Utility District (EBMUD) held discussions with the Eden Area ROP as a potential contractor for their internship program. This contract codifies our agreements in working together.

CURRENT SITUATION

EBMUD is contracting with the Eden Area ROP for its internship services. Three students who complete a virtual 100-hour internship with EBMUD will receive a \$1,500 scholarship.

Fiscal Impact: The Eden Area ROP will receive up to \$4,500 for three scholarships.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with the East Bay Municipal Utility District (EBMUD) for virtual work-based learning services for the 2020-2021 school year.

AGREEMENT

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

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

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

Whereas, EBMUD agrees to provide supplemental funding to EAROP not to exceed **\$4,500 (up to \$1,125 per intern)** for the payment of scholarships to Students, in accordance with the schedule set forth in Exhibit A;

Whereas, EAROP agrees to apply these supplemental funds towards payment of a scholarship to each Student in an amount of \$1,125 for 75 hours of internship completed, the terms for which are attached hereto as Exhibit A;

EBMUD and EAROP agree as follows:

I. GENERAL UNDERSTANDING

1. The parties understand and agree that the internship is primarily an intern-focused learning experience provided to Students currently enrolled in EAROP partner school districts; Castro Valley Unified School District, Hayward Unified School District and San Leandro Unified School District. EBMUD shall offer meaningful and challenging assignments intended to enhance the learning experience of Students assigned by EAROP to an internship placement offered by EBMUD.
2. The parties understand and agree that Students are not employees of EBMUD. EAROP understands and agrees that EAROP is solely responsible for providing scholarship payments and/or any other forms of compensation or benefits that may be due to Students arising from EAROP’s internship program. EAROP agrees to provide a scholarship to each Student equivalent to \$1,125 per 75 internship hours worked (or an equivalent amount proportional to the total number of actual internship hours completed by each student and in no event less than state or federal minimum wage rates) in accordance with EAROP guidelines, and in accordance with any and all applicable local, federal and state laws. EAROP agrees to utilize the funds provided by EBMUD to award a scholarship to each Student who participates in the internship in accordance with this Agreement. EAROP agrees not to seek compensation or reimbursement of expenses from EBMUD resulting from EBMUD’s agreement to provide internship assignments to EAROP’s Students.

3. EAROP shall be solely responsible for administering the payment of such scholarships, including but not limited to any state and federal tax requirements, and for addressing and resolving any disputes raised by the Students regarding the processing of such scholarships.
4. The virtual program will run from **June 29, 2020** through **July 31, 2020**, and will require students to complete research projects related to the water and wastewater industry specific to their unit assignment, remotely attend weekly enrichment activities and remotely attend weekly meetings with their mentor. This program model is anticipated to take a total of **75 hours** to complete. Accordingly, for completion of the project, Eden Area ROP will provide each student a scholarship payment of \$1,125, of which EBMUD will supply the \$1,125 per student for this scholarship payment.
5. EAROP shall be responsible for recruiting, screening, and referring Students from its partner school districts with matching skills and interests for the internship placements. EBMUD will make the final selection of Students to be assigned to EBMUD. EBMUD shall be solely responsible for determining placement availability for Students and designating a work assignment for each Student.
6. Selected Students are required to virtually attend an EBMUD Orientation tentatively scheduled on **June 29, 2020**. **Jayne Salinger, Work Based Learning Specialist, or a designee**, will provide information and relevant materials to EBMUD Interns' Supervisors during said EBMUD Orientation.
7. The parties understand that in the event that a Student does not satisfactorily complete the internship program requirements set forth by EBMUD and EAROP, EBMUD has the discretion to release the Student from the program.
8. EBMUD understands and agrees to inform Students of its pertinent policies, procedures, processes and expectations for a successful learning experience. EBMUD further agrees to afford each Intern equal opportunity in all phases of the learning experience without discrimination because of race, color, religious creed, sex, gender, gender identity, gender expression, national origin, ancestry, age for individuals over forty years of age, disability (physical or mental, including AIDS and HIV), medical condition (cancer and genetic characteristics), genetic information, marital or domestic partnership status, sexual orientation, military or veterans status, pregnancy, family or medical leave status, pregnancy, pregnancy disability leave status, or any other status protected by state and federal laws.
9. **District Data Security Considerations:** During the internship, interns will not be using a District computer or accessing sensitive District records. They will not have any access to Customer Information, Employee Information, Facilities Information, Highly-Sensitive Personal Information, or Personal information as defined herein.

DEFINITIONS

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

9.5.3 All Highly-Sensitive Personal Information.

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

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

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

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

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

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

14. EAROP will provide Workers' Compensation coverage for Students injured while performing internship duties related to this Agreement. EAROP and its Workers Compensation Carrier agree to waive any rights of recovery against EBMUD regardless of the applicability of any insurance proceeds.

15. THE FOLLOWING COVERAGES OR ENDORSEMENTS MUST BE INCLUDED IN THE POLICY(IES):

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

ENDORSEMENT NO. _____

2. The coverage is Primary and non-contributory to any other applicable insurance carried by the EBMUD.

3. The policy(ies) covers contractual liability.

4. The policy(ies) is written on an occurrence basis.

5. The policy(ies) covers EBMUD's Property in Consultant's care, custody and control.

6. The policy(ies) covers personal injury (libel, slander, and wrongful entry and eviction) liability.

7. The policy(ies) covers products and completed operations.

8. The policy(ies) covers the use of owned, non-owned and hired automobiles.

9. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility EBMUD at the address above.

16. The parties understand that the payment of EBMUD's supplemental funds to EAROP is contingent upon Students' satisfactory completion of the internship program requirements set forth by the parties. In the event that a Student is released from the internship prior to **July 31, 2020**, as determined by EBMUD in its sole discretion, the Student shall be awarded a pro-rated amount of the scholarship by EAROP as of the date of termination. EAROP shall refund to EBMUD any unused scholarship funds by the date specified in Exhibit A.

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

II. TERM AND TERMINATION

1. This Agreement shall be effective from **June 1, 2020** to **September 15, 2020**.
2. This Agreement may be terminated by the mutual written consent of both parties at any time for any reason.
3. This Agreement may be terminated by either party with thirty (30) days' written notice.
4. This Agreement may be terminated by either party with five (5) days' written notice in the event an Alameda County or Contra Costa County COVID-19 shelter in place notice is in effect prior to or during the term of this Agreement.

 DORIAN WEST BLAIR
 Diversity and Inclusion Officer
EBMUD

 DATE

 Lauren Kelly
 Assistant Director
EDEN AREA ROP

 DATE

Approved as to Form:

SAJI PIERCE
Attorney III
EBMUD Office of General Counsel

DATE

EXHIBIT A

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

PAYMENT SCHEDULE

Responsible Party	Tasks	Due Dates
EBMUD	Notifies EAROP of students’ participation in EBMUD internship	<u>July 6, 2020¹</u>
EAROP	Sends invoice to EBMUD for payment of supplemental funding for Students who have reported for first week of the program	<u>July 8, 2020</u>
EBMUD	Sends payment to EAROP	<u>July 20, 2020</u>
EAROP	Awards supplemental funding ² to Students	NO LATER THAN <u>August 7, 2020</u>
EAROP	Refunds any unused funds to EBMUD	NO LATER THAN <u>September 4, 2020</u>

Responsible Parties:

Eden Area ROP
C/O Lauren Kelly
26316 Hesperian Blvd.
Hayward, CA 94545

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

¹ Students will not work on July 3, 2020