



# EdenAreaROP

## GOVERNING BOARD MEETING AGENDA

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

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**Thursday, September 5, 2019**  
**5:45 pm**

### GOVERNING BOARD MEMBERS

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

### MISSION STATEMENT

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



Regular Meeting of the ROP Governing Board  
Eden Area ROP Board Room  
26316 Hesperian Blvd., Hayward, CA 94545

Date: Thursday, September 5, 2019  
Time: 5:45 p.m.

## **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.

Visitors wishing to address the Governing Board are asked to complete a "Request to Address ROP Governing Board" card, available at the entrance to the meeting room, and submit it to the Governing Board's Administrative Secretary. Any member of the audience may speak on any agenda item by following this process, or upon recognition by the Chairperson 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 August 1, 2019 (pages 4-8)
- B. Request the Governing Board to approve the Bill Warrants (pages 9-14)
- C. Request the Governing Board to approve the Personnel Action Items (pages 15-16)
- D. Request the Governing Board to approve the Listed Donation-St. Rose Hospital (page 17)
- E. Request the Governing Board to approve the DECA Overnight Field Trips for the 2019-2020 School Year (page 18)

## **Page 2 – Agenda for the September 5, 2019 Regular Meeting of the ROP Governing Board**

- F. Request the Governing Board to approve the SkillsUSA Overnight Field Trips for the 2019-2020 School Year (page 19)
- G. Request the Governing Board to approve the List of Charter Bus Companies for Transportation (pages 20-23)
- H. Request the Governing Board to approve the Agreements with the JPA Member Districts for CTE Programs for the 2019-2020 School Year (pages 24-49)
- I. Request the Governing Board to approve the Agreement with Karen Huff for Coaching and Support for the 2019-2020 School Year (pages 50-55)
- J. Request the Governing Board to approve the Lease Agreement with L&M Investments for the Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from October 2019 through September 2020 (pages 56-62)
- K. Request the Governing Board to approve the Ongoing MOU with the JPA Member Districts for a Joint Powers Authority for Participation in the Career Technical Education Incentive Grant (CTEIG) Program (pages 63-65)
- L. Request the Governing Board to approve the MOU with Got Watts? for the Use of Facilities for the Electrical Trainee Program that is Operated in Concord, CA from September 2019 through September 2020 (pages 66-68)
- M. Request the Governing Board to approve the MOU with the Hayward Unified School District for the Independent Study Teacher to Support the Hayward Promise Neighborhoods Program for the 2019-2020 School Year (pages 69-71)

### **VII. Information Items**

- A. ROP Pathway Review-Design, Visual and Media Arts (pages 72-73)
- B. Dates for the Sophomore Tours and the Student Awards Ceremony (page 74)
- C. Eden Area ROP Service Awards (page 75)

### **VIII. Action Items**

- A. Request the Governing Board to approve the 2018-2019 Unaudited Actuals Income and Expenditure Report (page 76)
- B. Request the Governing Board to approve the Agreement with Orbund for Student Information System Services for the Adult Education Programs for the 2019-2020 School Year (pages 77-92)

### **IX. Superintendent's Report**

### **X. Other Business/ Governing Board Reports**

- A. Public
- B. ROP Governing Board

### **XI. Recess to Closed Session**

- A. Public Employee Performance Evaluation: Superintendent's Goals (Government Code Sec. 54957)

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

- A. Public Employee Performance Evaluation: Superintendent's Goals (Government Code Sec. 54957)

**XIII. Adjournment**



# CONSENT CALENDAR

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## CONSENT CALENDAR



## Minutes of the Regular Meeting of the ROP Governing Board August 1, 2019

### I. Call to Order

Trustee Peter Oshinski, President, called the meeting to order at 5:45 p.m. on Thursday, August 1, 2019 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

### II. Roll Call

Roll was called by Gabriela Juarez, Superintendent's Executive Assistant.

#### Eden Area ROP Governing Board Present:

Peter Oshinski, President	San Leandro USD	
Marilyn Stewart, Vice President	San Lorenzo USD	
Dr. Robert Carlson, Member	Hayward USD	
Jo A.S. Loss, Member	Castro Valley USD	arrived at 5:56 pm

Superintendent: Linda Granger- present

#### ROP Administrators in Attendance:

Bernie Phelan	Director of Educational Services
Lauren Kelly	Assistant Director of Educational Services
Ariel Owen	Fiscal Services Administrator
Evan Goldberg	Grant Coordinator

#### ROP Staff in Attendance:

Gabriela Juarez	Superintendent's Executive Assistant
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### III. Pledge of Allegiance

Lauren Kelly led the Pledge of Allegiance.

### IV. Mission Statement

Evan Goldberg read the Eden Area ROP mission statement.

### V. Approval of Agenda

Trustee Marilyn Stewart moved to approve the agenda and Trustee Jo A.S. Loss seconded the motion. By the following vote, the agenda was approved.

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

### VI. Consent Calendar

Trustee Jo A.S. Loss moved to approve the consent calendar items with the exception of item D that was pulled for discussion and moved to be approved as separate item under consent:

- A. Approve the Minutes of the Regular Governing Board Meeting of June 7, 2019
- B. Approve the Bill Warrants
- C. Approve the Personnel Action Items
- D. Approve the Listed Donations-R/GA Media Group, Inc.
- E. Approve the Quarterly Report on Williams Act Complaints and Resolutions
- F. Approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2019-2020 School Year

- G. Approve the Agreement with Atkinson, Andelson, Loya, Ruud and Romo (AALRR) for Legal Services for the 2019-2020 School Year
- H. Approve the Agreement with Dannis Woliver Kelley (DWK) for Professional Services for the for the 2019-2020 School Year
- I. Approve the MOU with San Lorenzo Unified School District for Student Transportation for the 2019-2020 School Year
- J. Approve the Agreement with Castro Valley Unified School District for San Lorenzo Unified School District Student Transportation for the 2019-2020 School Year
- K. Approve the Agreement with Michael's Transportation Service, Inc. for San Lorenzo Unified School District Student Transportation for the 2019-2020 School Year
- L. Approve the Agreement with Lisa Barker to Provide Mentor Teacher Support for an Electrical Program Instructor for the 2019-2020 School Year
- M. Approve the Contract with Chabot College for Employment Coordination and Job Development Services to the Chabot RISE Program for the 2019-2020 School Year
- N. Approve the Contract with Chabot College for Work Based Learning Services, College Credit and Dual Enrollment Services for the 2019-2020 School Year
- O. Approve the Contract with Ryland School Business Consulting to Provide Financial and Business Office Services for the 2019-2020 School Year

Trustee Marilyn Stewart seconded the motion.

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

**D. Request the Governing Board to approve the Listed Donations-R/GA Media Group, Inc.**

Trustee Peter Oshinski requested to pull the Listed Donations-R/GA Media Group, Inc. so that he may abstain. He stated that he had a conflict of interest because his husband is employed by R/GA Media group who made the donation.

Upon review of and a motion by Trustee Jo A.S. Loss and a second by Trustee Marilyn Stewart, the Governing Board approved the listed donations-R/GA Media Group, Inc.

AYES: 2 (Loss, Stewart)  
NOES: 0  
ABSTAIN: 1 (Oshinski)  
ABSENT: 1 (Carlson)

**VII. Action Items**

**Open Public Hearing for the Eden Area ROP Adoption of the Recommended Textbooks for the 2019-2020 School Year**

Trustee Peter Oshinski opened the public hearing at 5:49 p.m. for the Eden Area ROP adoption of the recommended textbooks for the 2019-2020 school year. The Board solicited comments from the public on the adoption of the textbooks. No one from the public responded and thus the public hearing was closed.

**Close Public Hearing**

The public hearing was closed at 5:50 p.m.

**A. Request the Governing Board to approve the Adoption of the Recommended Textbooks for the 2019-2020 School Year**

Upon review of and a motion by Trustee Jo A.S. Loss and a second by Trustee Marilyn Stewart, the Governing Board approved the adoption of the recommended textbooks for the 2019-2020 school year.

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

**B. Request the Governing Board to approve the adoption of Resolution 1-19/20: Signature Card-Board Members, Resolution 2-19/20: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 3-19/20: Signature Card-Authorized Agents: Official Documents and Reports**

Upon review of and a motion by Trustee Marilyn Stewart and a second by Trustee Jo A.S. Loss, the Governing Board approved the adoption of Resolution 1-19/20: Signature Card-Board Members, Resolution 2-19/20: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 3-19/20: Signature Card-Authorized Agents: Official Documents and Reports.

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

**C. Request the Governing Board to approve the Public Disclosure of the Eden Area ROP Employees' Agreement for the 2019-2020 Salary Increase**

Upon review of and a motion by Trustee Marilyn Stewart and a second by Trustee Jo A.S. Loss, the Governing Board approved the public disclosure of the Eden Area ROP employees' agreement for the 2019-2020 salary increase.

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

**D. Request the Governing Board to approve the Revised Salary Schedules**

Upon review of and a motion by Trustee Jo A.S. Loss and a second by Trustee Marilyn Stewart, the Governing Board approved the revised salary schedules.

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

**E. Request the Governing Board to approve the Employee Performance Evaluation & Observation Forms**

Upon review of and a motion by Trustee Jo A.S. Loss and a second by Trustee Marilyn Stewart, the Governing Board approved the employee performance evaluation & observation forms.

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

**F. Request the Governing Board to approve the Agreement with the Alameda County Workforce Development Board, Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program for Youth and Young Adult Workforce Development Services for the 2019-2020 School Year**

Upon review of and a motion by Trustee Marilyn Stewart and a second by Trustee Jo A.S. Loss, the Governing Board approved the agreement with the Alameda County Workforce Development

Board, Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program for youth and young adult workforce development services for the 2019-2020 school year.

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

**G. Request the Governing Board to approve the Agreement with Angelina Alamillo for Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program Services for the 2019-2020 School Year**

Upon review of and a motion by Trustee Jo A.S. Loss and a second by Trustee Marilyn Stewart, the Governing Board approved the agreement with Angelina Alamillo for Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program services for the 2019-2020 school year.

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

**H. Request the Governing Board to approve the Ongoing Agreement with the National Institute for Healthcare Education (NIHE) for the Eden Area ROP to Operate as an Approved Training Site for CPR Training**

Upon review of and a motion by Trustee Jo A.S. Loss and a second by Trustee Marilyn Stewart, the Governing Board approved the ongoing agreement with the National Institute for Healthcare Education (NIHE) for the Eden Area ROP to operate as an approved training site for CPR training.

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

**VIII. Superintendent's Report**

Linda Granger introduced the Eden Area ROP's new Fiscal Services Administrator, Ariel Owen. Mrs. Owen shared a few words about herself.

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

**A. Public**

None

**B. Governing Board Reports**

Jo A.S. Loss, Castro Valley USD representative, asked the CVUSD Board about finding sources that could fund the fees for the ROP students that plan to take the CCMA test. Castro Valley Trustee Dot Theodore suggested a healthcare foundation that may be able to provide funding. Castro Valley Trustee Gary Howard said Castro Valley Rotary might be interested in helping as well.

**X. Recess to Closed Session**

The meeting was called into closed session at 6:10 p.m.

**A. Public Employee Performance Evaluation: Superintendent's Goals (Government Code Sec. 54957)**

**XI. Reconvene to Open Session**

The meeting resumed to open session at 6:37 p.m.

**A. Public Employee Performance Evaluation: Superintendent's Goals (Government Code Sec. 54957)**

No action was taken in closed session.

**XII. Adjournment**

President Peter Oshinski requested that tonight's Governing Board meeting be adjourned in the memory of Isobel Dvorsky. A moment of silence was given in her honor.

Upon a motion by Trustee Marilyn Stewart and a second by Trustee Jo A.S. Loss, the Governing Board adjourned the meeting at 6:38 p.m.

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

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

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



**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Sabrina Ubhoff, Accounting Technician  
**SUBJECT:** Request the Governing Board to approve the Bill Warrants

## **CURRENT SITUATION**

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The bill warrants submitted for approval are for the period of July 18, 2019 through August 16, 2019 and include test warrant numbers and voided warrants.

## **CONSENT CALENDAR**

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**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Mercedes Henderson, Personnel Coordinator  
**SUBJECT:** Request the Governing Board to approve the Personnel Action Items

## **CURRENT SITUATION**

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

## **CONSENT CALENDAR**

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**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the Listed Donations- St. Rose Hospital

## **CURRENT SITUATION**

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

On July 11, 2019, St. Rose Hospital donated CPR training equipment and various other medical training aides for use in the Medical Assisting and First Responders programs.

A letter of acceptance will be sent to the donor.

## **CONSENT CALENDAR**

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**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Bernie Phelan, Director of Educational Services  
**SUBJECT:** Request the Governing Board to approve the DECA Overnight Field Trips for the 2019-2020 School Year

## **BACKGROUND**

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California Association of DECA, Inc. is a non-profit educational association and is affiliated with National DECA located in Reston, Virginia. California DECA is a student organization whose program of leadership and personal development is designed specifically for students interested in marketing, finance, hospitality, management and entrepreneurship. California DECA has 56 DECA chapters with over 3,500 members. DECA's core values and attributes are competence, innovation, integrity and teamwork. These values are central to DECA's mission and purpose in classrooms around the world.

## **CURRENT SITUATION**

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Each year the Eden Area ROP Marketing students participate in DECA activities and field trips. Below for your approval is a list of overnight field trips for the 2019-2020 school year.

<b>DATE</b>	<b>ACTIVITY</b>	<b>LOCATION</b>
November 8-10, 2019	Fall Leadership Development Conference	Anaheim, CA
November 15-17, 2019	Nor-Cal District Career Development Conference	Washington DC
January 17-19, 2020	Nor-Cal District Career Development Conference	San Ramon, CA
February 28-March 3, 2020	Cal State Career Development Conference	Santa Clara, CA
April 29-May 2, 2020	International Career Development Conference	Nashville, TN

## **CONSENT CALENDAR**

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**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Bernie Phelan, Director of Educational Services  
**SUBJECT:** Request the Governing Board to approve the SkillsUSA Overnight Field Trips for the 2019-2020 School Year

## **BACKGROUND**

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SkillsUSA provides leadership training to students and instructors in the career and technical education sectors.

With three levels of skill and leadership competitions, SkillsUSA encourages growth through participation in leadership and skill activities to enhance classroom learning. SkillsUSA California membership has over 9,100 members.

## **CURRENT SITUATION**

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Each year the Eden Area ROP students participate in SkillsUSA competitive events. Below for your approval is a list of 2019-2020 overnight events for those who are eligible:

<b>DATE</b>	<b>ACTIVITY</b>	<b>LOCATION</b>
April 16-19, 2020	State Leadership & Skills Conference	Ontario, CA
June 22-26, 2020	National Leadership & Skills Conference	Louisville, KY

## **CONSENT CALENDAR**

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**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Bernie Phelan, Director of Educational Services  
**SUBJECT:** Request for Governing Board to approve the List of Charter Bus Companies for Transportation

## **BACKGROUND**

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The Eden Area ROP contracts with charter bus companies to transport students safely on field trips and sophomore tours.

## **CURRENT SITUATION**

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The attached is a copy of the certificates of liability insurance for three charter bus companies eligible to transport students.

### **CHARTER BUS COMPANIES**

American Stage Tours
Michael's Transportation Service
Professional Charter Services

## **CONSENT CALENDAR**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> TIB Transportation Ins Brokers 425 West Broadway, Suite 300 Glendale CA 91204	<b>CONTACT</b> NAME: Amy Kwan PHONE (A/C, No, Ext): 818-246-2800 E-MAIL ADDRESS: akwan@tibinsurance.com FAX (A/C, No): 818-246-4690	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: Lancer Insurance Company		26077
<b>INSURED</b> American Stage Tours, LLC 1488 Soccer Court Concord CA 94518	AMERI-3	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 2070970739

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL155380#18	7/14/2019	7/14/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		BA152849#17	7/14/2019	7/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured but only to the extent that the certificate holder is held liable for the conduct of the named insured.

**CERTIFICATE HOLDER****CANCELLATION**Eden Area ROP  
26316 Hesperian Blvd.  
Hayward CA 94545

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> TIB Transportation Ins Brokers 425 West Broadway, Suite 400 Glendale CA 91204		<b>CONTACT</b> NAME: Jessica Landeros PHONE (A/C, No, Ext): 818-246-2800 FAX (A/C, No): 818-246-4690 E-MAIL ADDRESS: jlanderos@tibinsurance.com		
<b>INSURED</b> Michael's Transp. Service Inc. 140 Yolano Drive Vallejo CA 94589		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Lancer Insurance Company		26077
		INSURER B : General Star Indemnity Co		37362
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER: 1285889397

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL155893#16	9/15/2018	9/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ *EXCESS OVER THE GL \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		BA155767#16	9/15/2018	9/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			IXG398535M	9/15/2018	9/15/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED BUT ONLY TO THE EXTENT THAT THE CERTIFICATE HOLDER IS HELD LIABLE FOR THE CONDUCT OF THE NAMED INSURED.

**CERTIFICATE HOLDER****CANCELLATION**

EDEN AREA ROP  
26316 HESPERIAN BLVD  
HAYWARD CA 94545

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> TIB Transportation Ins Brokers 425 West Broadway, Suite 300 Glendale CA 91204		<b>CONTACT</b> NAME: Jessica Landeros PHONE (A/C, No, Ext): 818-246-2800 FAX (A/C, No): 818-246-4690 E-MAIL ADDRESS: jlanderos@tibinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Lancer Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 1977707442

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL158846#2	8/18/2019	8/18/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		BA173363#2	8/18/2019	8/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured with respects to their interest in the operations of the named insured.

**CERTIFICATE HOLDER****CANCELLATION**

Eden Area ROP  
26316 Hesperian Blvd  
Hayward CA 94545

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreements with the JPA Member Districts for CTE Programs for the 2019-2020 School Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

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Attached are copies of the CTE Programs Agreements (formerly DCP) for each member district from July 1, 2019 through June 30, 2020. These annual agreements cover Career/Occupational Training programs prepared and offered by the Eden Area ROP and delivered by the instructional staff of the district. For the 2019-2020 school year the attached courses have been approved. Also, included in the agreements are the allocations to each district for the funds from the CTE Incentive Grant Program and the Strong Workforce Program Grant.

The Eden Area ROP programs offered at the high schools by the district must meet all the requirements that apply to any CTE/ROP classes.

## **CONSENT CALENDAR**

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## **EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

26316 Hesperian Boulevard  
Hayward, CA 94545

**2019-2020**

### **CTE PROGRAM AGREEMENT**

**CTE Program Agreement between Castro Valley Unified School District and Eden Area Regional Occupational Program (ROP) from July 1, 2019 to June 30, 2020.**

#### **I. General**

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

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

1. ROP programs offered at the high schools by the District must meet all the requirements that apply to any ROP class. Program offerings will consist of State approved ROP programs.
2. For school-year 2019-2020 the attached courses have been approved.

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

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

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

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

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

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

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

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

## **VII. Data Sharing**

1. In accordance with the Board approved Data Sharing Agreement, the district contact person will provide the necessary student information to the ROP.
2. Both the District and the ROP shall reflect student attendance and grades.
3. The District shall provide attendance and grade reporting to the ROP for **all** CTE programs so that the ROP can file appropriate reports with the state.

## **VIII. Revenue**

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

## **IX. Grants:**

1. CTE Incentive Grant
  - a) Eden Area ROP will serve as the fiscal lead for the CTE Incentive Grant Program, funding allocation for CVUSD CTE programs is \$263,919.
  - b) Funds are required to be spent on CTE programs taught by teachers with a CTE credential.
  - c) Funds must be coded to the state assigned resource code of 6387 and the goal code 3800 or 6000.

- d) Payments made to the district from the ROP will occur twice yearly, with the 50% of the allocation provided to the district by the last working day in September (after the budget has been set up) and the remaining 50% by the last working day in January.
- 2. Strong Workforce Grant Program (SWP)
  - a) Eden Area ROP will serve as the fiscal lead for the Strong Workforce Program, the allocation for CVUSD is \$163,444.
    - 1. Funds are expended over two years, check with the SWP program lead to determine amount budgeted for 19-20 fiscal year.
  - b) Funds must be spent according to the work plan approved by the Cabrillo College and will be reimbursed according to the requirements set forth by the SWP.
  - c) Funds must be coded to resource 6388 and goal code 3800 or 6000.
  - d) District will be reimbursed quarterly for expenses related to the strong workforce program as outlined in the SWP MOU between the ROP and the District.

## X. Projections

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

Item	Amount	Payment Cycle
Career technician/career counselor	\$7,000	ROP (monthly)
CTE sections	\$244,370	ROP (monthly)
CTEIG	\$263,919	CTEIG (2x per year)
SWP	\$163,444	SWP (quarterly)
<b>Total</b>	<b>\$678,733</b>	

**Linda Granger**  
Superintendent  
Eden Area ROP

**date**

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

**date**

# ROP Master Schedule 2019-2020

Course	Site	Teacher	Per	Type	Duration	Sections
BEG. AUTO MECHANICS	Castro Valley	Reese, Darren	0123456	DC	Year	1
BEG. AUTO MECHANICS	Castro Valley	Reese, Darren	0123456	DC	Year	1
ADV. AUTO MECHANICS	Castro Valley	Reese, Darren	0123456	DC	Year	1
BIOTECHNOLOGY	Castro Valley	O'Brien, Laura	0123456	DC	Year	1
HOSPITALITY	Castro Valley	Gilmour, Vicky	0123456	DC	Year	1
FOOD AND NUTRITION	Castro Valley	Gilmour, Vicky	0123456	DC	Year	1
INTRO TO ICT	Castro Valley	Stanley, Louis	0123456	DC	Year	1
CISCO 2 NET ENGINEERING	Castro Valley	Stanley, Louis	0123456	DC	Year	1
CISCO 3 NET ENGINEERING 2	Castro Valley	Stanley, Louis	0123456	DC	Year	1
ADV. PHOTOGRAPHY/PHOTOGRAPHY	Castro Valley	Vendssel, Jeff	0123456	DC	Year	1
PHOTOGRAPHY	Castro Valley	Vendssel, Jeff	0123456	DC	Year	1
PHOTOGRAPHY	Castro Valley	Vendssel, Jeff	0123456	DC	Year	1
PHOTOGRAPHY	Castro Valley	Vendssel, Jeff	0123456	DC	Year	1
PHOTOGRAPHY	Castro Valley	Vendssel, Jeff	0123456	DC	Year	1
<b>DISTRICT CONTRACTED</b>						<b>14</b>
MARKETING ECONOMICS	Castro Valley	Stephens, Michelle	0123456	CO	Year	1
MARKETING ECONOMICS	Castro Valley	Stephens, Michelle	0123456	CO	Year	1
MARKETING ECONOMICS	Castro Valley	Stephens, Michelle	0123456	CO	Year	1
ECONOMICS OF BUSINESS	Castro Valley	Stephens, Michelle	0123456	CO	Year	1
WORK EXPERIENCE (Co-Op)	Castro Valley	Stephens, Michelle	0123456	CO	Year	1
<b>CENTER OPERATED</b>						<b>5</b>
<b>ALL COURSES TOTAL</b>						<b>19</b>

Please sign to confirm the number of sections for ROP and District Contracted instructors. Be sure to include the correct name of the course as it reads in your student information system. Please contact me with any question.

**Bernie Phelan, Director, Ed Services (510) 293-2904/bphelan@edenrop.org**



Principal or Designee Signature

6.20.19

Date



## **EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

26316 Hesperian Boulevard  
Hayward, CA 94545

**2019-2020**

### **CTE PROGRAM AGREEMENT**

**CTE Program Agreement between Hayward Unified School District and Eden Area Regional Occupational Program (ROP) from July 1, 2019 to June 30, 2020.**

#### **I. General**

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

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

1. ROP programs offered at the high schools by the District must meet all the requirements that apply to any ROP class. Program offerings will consist of State approved ROP programs.
2. For school-year 2019-2020 the attached courses have been approved.

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

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

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

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

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

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



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

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

## **VII. Data Sharing**

1. In accordance with the Board approved Data Sharing Agreement, the district contact person will provide the necessary student information to the ROP.
2. Both the District and the ROP shall reflect student attendance and grades.
3. The District shall provide attendance and grade reporting to the ROP for **all** CTE programs so that the ROP can file appropriate reports with the state.

## **VIII. Revenue**

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

## **IX. Grants:**

1. CTE Incentive Grant
  - a) Eden Area ROP will serve as the fiscal lead for the CTE Incentive Grant Program, funding allocation for HUSD CTE programs is \$550,972.
  - b) Funds are required to be spent on CTE programs taught by teachers with a CTE credential.
  - c) Funds must be coded to the state assigned resource code of 6387 and the goal code 3800 or 6000.



- d) Payments made to the district from the ROP will occur twice yearly, with the 50% of the allocation provided to the district by the last working day in September (after the budget has been set up) and the remaining 50% by the last working day in January.
2. Strong Workforce Grant Program (SWP)
    - a) Eden Area ROP will serve as the fiscal lead for the Strong Workforce Program, the allocation for HUSD is \$521,768.
      1. Funds are expended over two years, check with the SWP program lead to determine amount budgeted for 19-20 fiscal year.
    - b) Funds must be spent according to the work plan approved by the Cabrillo College and will be reimbursed according to the requirements set forth by the SWP.
    - c) Funds must be coded to resource 6388 and goal code 3800 or 6000.
    - d) District will be reimbursed quarterly for expenses related to the strong workforce program as outlined in the SWP MOU between the ROP and the District.

## **X. Projections**

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

Item	Amount	Payment Cycle
Career technician/career counselor	\$21,000	ROP (monthly)
CTE sections	\$523,650	ROP (monthly)
CTEIG	\$550,972	CTEIG (2x per year)
SWP	\$521,768	SWP (quarterly)
<b>Total</b>	<b>\$1,617,390</b>	

**Linda Granger**  
Superintendent  
Eden Area ROP

**date**

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

**date**

# ROP Master Schedule 2019-2020

Course	Site	Teacher	Type	Duration	Sections
SPORTS MEDICINE	Hayward	Porter-Wilson, Qulana	DC	Year	1
THEATER I 6120	Hayward	Kammet, Travis	DC	Year	1
THEATER I	Hayward	Kammet, Travis	DC	Year	1
THEATER I	Hayward	Kammet, Travis	DC	Year	1
THEATER I	Hayward	Kammet, Travis	DC	Year	1
THEATER II 6121	Hayward	Kammet, Travis	DC	Year	1
WOOD TECHNOLOGY I 5077	Hayward	Kammet, Travis	DC	Year	1
WOOD TECHNOLOGY I	Hayward	Lower, Hunter	DC	Year	1
WOOD TECHNOLOGY I	Hayward	Lower, Hunter	DC	Year	1
WOOD TECHNOLOGY I	Hayward	Lower, Hunter	DC	Year	1
WOOD TECHNOLOGY II	Hayward	Lower, Hunter	DC	Year	1
PHOTOGRAPHY I 6042	Hayward	Koehler, Mark	DC	Year	1
PHOTOGRAPHY I	Hayward	Koehler, Mark	DC	Year	1
PHOTOGRAPHY I	Hayward	Koehler, Mark	DC	Year	1
PHOTOGRAPHY II 6043	Hayward	Koehler, Mark	DC	Year	1
YEARBOOK	Hayward	Koehler, Mark	DC	Year	1
<b>CONTRACTED</b>					<b>DISTRICT</b>
ENTREPRENEURSHIP I / II 7902/7904	Hayward	Rick Charles	CO	Year	1
ENTREPRENEURSHIP I / II 7902/7904	Hayward	Rick Charles	CO	Year	1
ENTREPRENEURSHIP I / II 7902/7904	Hayward	Rick Charles	CO	Year	1
ENTREPRENEURSHIP I / II 7902/7904	Hayward	Rick Charles	CO	Year	1
WORK EXPERIENCE	Hayward	Rick Charles	CO	Year	1
CYBERSECURITY 7558	Hayward	Doan, Kent	CO	Year	1
<b>ENTER OPERATED</b>					<b>DISTRICT</b>
					<b>ALL COURSE TOTAL</b>
					<b>6 22</b>

Please sign to confirm the number of sections for ROP and District Contracted instructors. Be sure to include the correct name of the course as it reads in your student information system. Please contact me with any question.

Bernie Phelan, Director, Ed Services (510) 293-2904/bphelan@edenrop.org

Principal or Designee Signature

Date

# ROP Master Schedule 2019-2020

Course	Site	Teacher	Type	Duration	Sections
PHOTOGRAPHY 6040	Mt. Eden	Gurfey, David	DC	Year	1
PHOTOGRAPHY	Mt. Eden	Gurfey, David	DC	Year	1
PHOTOGRAPHY	Mt. Eden	Gurfey, David	DC	Year	1
PHOTOGRAPHY	Mt. Eden	Gurfey, David	DC	Year	1
ADV PHOTOGRAPHY 6041	Mt. Eden	Gurfey, David	DC	Year	1
DISTRICT CONTRACTED					
ENTREPRENEURSHIP I P	Mt. Eden	Lee Tatum, Vanita	CO	Year	5
ENTREPRENEURSHIP I P	Mt. Eden	Lee Tatum, Vanita	CO	Year	1
ENTREPRENEURSHIP I P	Mt. Eden	Lee Tatum, Vanita	CO	Year	1
ENTREPRENEURSHIP I P	Mt. Eden	Lee Tatum, Vanita	CO	Year	1
ENTREPRENEURSHIP II P	Mt. Eden	Lee Tatum, Vanita	CO	Year	1
SPORTS MEDICINE I P	Mt. Eden	Jackson, Mikel	CO	Year	1
SPORTS MEDICINE I P	Mt. Eden	Jackson, Mikel	CO	Year	1
SPORTS MEDICINE I P	Mt. Eden	Jackson, Mikel	CO	Year	1
SPORTS MEDICINE I P	Mt. Eden	Jackson, Mikel	CO	Year	1
SPORTS MEDICINE I P	Mt. Eden	Jackson, Mikel	CO	Year	1
CENTER OPERATED					10
ALL COURSES TOTAL					15

Please sign to confirm the number of sections for ROP and District Contracted instructors. Be sure to include the correct name of the course as it reads in your student information system. Please contact me with any question.

Bernie Phelan, Director, Ed Services (510) 293-2904 bphelan@edenrop.org

Principal or Designee Signature

Date

3/19



# ROP Master Schedule 2019-2020

Course	Site	Teacher	Type	Duration	Sections
MULTIMEDIA I	Tennyson	Okolie, Judith	DO	Year	1
MULTIMEDIA I	Tennyson	Okolie, Judith	DO	Year	1
MULTIMEDIA II	Tennyson	Okolie, Judith	DO	Year	1
MULTIMEDIA II	Tennyson	Okolie, Judith	DO	Year	1
PRINCIPALS OF BIO SCIENCE	Tennyson	Kelly, Karen	DO	Year	1
HUMAN BODY SYSTEMS	Tennyson	Kelly, Karen	DO	Year	1
MEDICAL INTERVENTIONS	Tennyson	Kelly, Karen	DO	Year	1
BIOMEDICAL INTERVENTION	Tennyson	Kelly, Karen	DO	Year	1
SUSTAINABLE AGRICULTURE	Tennyson	Casale, Karen Watson, Leslie	DO	Year	1
DISTRICT CONTRACTED					9
ENTREPRENEURSHIP I 7903	Tennyson	Bradford, Zennaiita	CO	Year	1
ENTREPRENEURSHIP I	Tennyson	Bradford, Zennaiita	CO	Year	1
ENTREPRENEURSHIP I	Tennyson	Bradford, Zennaiita	CO	Year	1
ENTREPRENEURSHIP I	Tennyson	Bradford, Zennaiita	CO	Year	1
CENTER OPERATED					4
ALL COURSES TOTAL					13

Please sign to confirm the number of sections for ROP and District Contracted instructors. Be sure to include the correct name of the course as it reads in your student information system. Please contact me with any question.

**Bernie Phelan, Director, Ed Services (510) 293-2904/bphelan@edenrop.org**



Principal or Designee Signature

7/11/19

Date



## **EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

26316 Hesperian Boulevard  
Hayward, CA 94545

**2019-2020**

### **CTE PROGRAM AGREEMENT**

**CTE Program Agreement between San Leandro Unified School District and Eden Area Regional Occupational Program (ROP) from July 1, 2019 to June 30, 2020.**

#### **I. General**

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

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

1. ROP programs offered at the high schools by the District must meet all the requirements that apply to any ROP class. Program offerings will consist of State approved ROP programs.
2. For school-year 2019-2020 the attached courses have been approved.

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

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

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

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

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

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

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

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

## **VII. Data Sharing**

1. In accordance with the Board approved Data Sharing Agreement, the district contact person will provide the necessary student information to the ROP.
2. Both the District and the ROP shall reflect student attendance and grades.
3. The District shall provide attendance and grade reporting to the ROP for **all** CTE programs so that the ROP can file appropriate reports with the state.

## **VIII. Revenue**

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

## **IX. Grants:**

1. CTE Incentive Grant
  - a) Eden Area ROP will serve as the fiscal lead for the CTE Incentive Grant Program, funding allocation for SLUSD CTE programs is \$231,799.
  - b) Funds are required to be spent on CTE programs taught by teachers with a CTE credential.
  - c) Funds must be coded to the state assigned resource code of 6387 and the goal code 3800 or 6000.

- d) Payments made to the district from the ROP will occur twice yearly, with the 50% of the allocation provided to the district by the last working day in September (after the budget has been set up) and the remaining 50% by the last working day in January.
2. Strong Workforce Grant Program (SWP)
  - a) Eden Area ROP will serve as the fiscal lead for the Strong Workforce Program, the total allocation for SLUSD is \$232,260.
    1. Funds are expended over two years, check with the SWP program lead to determine amount budgeted for 19-20 fiscal year.
  - b) Funds must be spent according to the work plan approved by the Cabrillo College and will be reimbursed according to the requirements set forth by the SWP.
  - c) Funds must be coded to resource 6388 and goal code 3800 or 6000.
  - d) District will be reimbursed quarterly for expenses related to the strong workforce program as outlined in the SWP MOU between the ROP and the District.

## **X. Projections**

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

Item	Amount	Payment Cycle
Career technician/career counselor	\$7,000	ROP (monthly)
CTE sections	\$261,825	ROP (monthly)
CTEIG	\$231,799	CTEIG (2x per year)
SWP (2 year expenditure timeline)	\$232,260	SWP (quarterly)
<b>Total</b>	<b>\$732,884</b>	

**Linda Granger**  
Superintendent  
Eden Area ROP

**date**

**Kevin Collins**

**date**


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



# ROP Master Schedule 2019-2020

Course	Site	Teacher	Per	Type	Duration	Sections
AUTO MECHANICS	San Leandro	Shyers, Andy	0123456	DC	Year	1
AUTO MECHANICS	San Leandro	Shyers, Andy	0123456	DC	Year	1
AUTO MECHANICS	San Leandro	Shyers, Andy	0123456	DC	Year	1
AUTO MECHANICS	San Leandro	Shyers, Andy	0123456	DC	Year	1
ADV/AUTO MECHANICS	San Leandro	Shyers, Andy	0123456	DC	Year	1
GRAPHICS	San Leandro	Reinerio, Deborah	0123456	DC	Year	1
GRAPHICS	San Leandro	Reinerio, Deborah	0123456	DC	Year	1
GRAPHICS	San Leandro	Reinerio, Deborah	0123456	DC	Year	1
METALS I/II	San Leandro	Nava, Eddie	0123456	DC	Year	1
METALS I/II	San Leandro	Nava, Eddie	0123456	DC	Year	1
WOOD TECHNOLOGY	San Leandro	Raytis, Michael	0123456	DC	Year	1
WOOD TECHNOLOGY	San Leandro	Raytis, Michael	0123456	DC	Year	1
WOOD TECHNOLOGY	San Leandro	Raytis, Michael	0123456	DC	Year	1
WOOD TECHNOLOGY	San Leandro	Raytis, Michael	0123456	DC	Year	1
ADV WOOD TECHNOLOGY	San Leandro	Raytis, Michael	0123456	DC	Year	1
DISTRICT CONTRACTED						15
ENTREPRENEURSHIP	San Leandro	Laura Jagroop	0123456	CO	Year	1
ENTREPRENEURSHIP	San Leandro	Laura Jagroop	0123456	CO	Year	1
MARKETING ECONOMICS	San Leandro	Laura Jagroop	0123456	CO	Year	1
BUSINESS ECONOMICS & FINANCE	San Leandro	Laura Jagroop	0123456	CO	Year	1
MEDICAL CAREERS I P	San Leandro	Angel Peters	0123456	CO	Year	1
MEDICAL CAREERS I P	San Leandro	Angel Peters	0123456	CO	Year	1
MEDICAL CAREERS I P	San Leandro	Angel Peters	0123456	CO	Year	1
MEDICAL CAREERS I P	San Leandro	Angel Peters	0123456	CO	Year	1
MEDICAL CAREERS I P	San Leandro	Angel Peters	0123456	CO	Year	1
MEDICAL CAREERS I P	San Leandro	Angel Peters	0123456	CO	Year	1
CENTER OPERATED						10
ALL COURSES TOTAL						25

Please sign to confirm the number of sections for ROP and District Contracted instructors. Be sure to include the correct name of the course as it reads in your student information system. Please contact me with any question.

  
Principal or Designee Signature



## **EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

26316 Hesperian Boulevard  
Hayward, CA 94545

**2019-2020**

### **CTE PROGRAM AGREEMENT**

**CTE Program Agreement between San Lorenzo Unified School District and Eden Area Regional Occupational Program (ROP) from July 1, 2019 to June 30, 2020.**

#### **I. General**

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

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

1. ROP programs offered at the high schools by the District must meet all the requirements that apply to any ROP class. Program offerings will consist of State approved ROP programs.
2. For school-year 2019-2020 the attached courses have been approved.

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

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

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

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

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

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

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

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

## **VII. Data Sharing**

1. In accordance with the Board approved Data Sharing Agreement, the district contact person will provide the necessary student information to the ROP.
2. Both the District and the ROP shall reflect student attendance and grades.
3. The District shall provide attendance and grade reporting to the ROP for **all** CTE programs so that the ROP can file appropriate reports with the state.

## **VIII. Revenue**

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

## **IX. Grants:**

1. CTE Incentive Grant
  - a) Eden Area ROP will serve as the fiscal lead for the CTE Incentive Grant Program, funding allocation for SLZUSD CTE programs is \$331,987.
  - b) Funds are required to be spent on CTE programs taught by teachers with a CTE credential.
  - c) Funds must be coded to the state assigned resource code of 6387 and the goal code 3800 or 6000.

- d) Payments made to the district from the ROP will occur twice yearly, with the 50% of the allocation provided to the district by the last working day in September (after the budget has been set up) and the remaining 50% by the last working day in January.

2. Strong Workforce Grant Program (SWP)

- a) Eden Area ROP will serve as the fiscal lead for the Strong Workforce Program, the allocation for SLZUSD is \$217,646.
  - 1. Funds are expended over two years, check with the SWP program lead to determine amount budgeted for 19-20 fiscal year.
- b) Funds must be spent according to the work plan approved by the Cabrillo College and will be reimbursed according to the requirements set forth by the SWP.
- c) Funds must be coded to resource 6388 and goal code 3800 or 6000.
- d) District will be reimbursed quarterly for expenses related to the strong workforce program as outlined in the SWP MOU between the ROP and the District.

**X. Projections**

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

Item	Amount	Payment Cycle
Career technician/career counselor	\$14,000	ROP (monthly)
CTE sections	\$314,190	ROP (monthly)
CTEIG	\$331,987	CTEIG (2x per year)
SWP	\$217,646	SWP (quarterly)
<b>Total</b>	<b>\$877,823</b>	

**Linda Granger**  
Superintendent  
Eden Area ROP

**date**

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

## 1

2017-2018 FINE-ENROLLMENT DATA						
Course	Site	Teacher	Per	Type	Duration	Sections
PHOTOGRAPHY 0758	Arroyo	Baughman, Jeff		DC	Year	1
PHOTOGRAPHY	Arroyo	Baughman, Jeff		DC	Year	1
PHOTOGRAPHY	Arroyo	Baughman, Jeff		DC	Year	1
PHOTOGRAPHY	Arroyo	Baughman, Jeff		DC	Year	1
SPORTS MEDICINE 0507	Arroyo	Bernard, Kris		DC	Year	1
DISTRICT CONTRACTED						
MARKETING ECONOMICS	Arroyo	Charlton, Christina		CO	Year	1
MARKETING ECONOMICS	Arroyo	Charlton, Christina		CO	Year	1
MARKETING ECONOMICS	Arroyo	Charlton, Christina		CO	Year	1
BUSINESS OWNERSHIP	Arroyo	Charlton, Christina		CO	Year	1
WORK EXPERIENCE (CO-OP)	Arroyo	Charlton, Christina		CO	Year	1
CENTER OPERATED						5
ALL COURSES TOTAL						10

Please sign to confirm the number of sections for ROP and District Contracted instructors. Be sure to include the correct name of the course as it reads in your student information system. Please contact me with any question.

**Bernie Phelan, Director, Ed Services (510) 293-2904/bphelan@edenrop.org**

Principal or Designee Signature

Date \_\_\_\_\_



# ROP Master Schedule 2019-2020

Course	Site	Teacher	Type	Duration	Sections
ADVANCED VIDEO/TV 0745DA	San Lorenzo	McVay, Lance	DC	Year	1
VIDEO PRODUCTION 0744DA	San Lorenzo	McVay, Lance	DC	Year	1
MULTIMEDIA WEB 0615DA	San Lorenzo	McVay, Lance	DC	Year	1
MULTIMEDIA WEB	San Lorenzo	McVay, Lance	DC	Year	1
MULTIMEDIA WEB	San Lorenzo	McVay, Lance	DC	Year	1
MEDIA ARTS 0786	San Lorenzo	Johnson, Kevin	DC	Year	1
ADV PHOTOGRAPHY 0759	San Lorenzo	Gossett, Ken	DC	Year	1
ADV PHOTOGRAPHY	San Lorenzo	Gossett, Ken	DC	Year	1
PHOTOGRAPHY	San Lorenzo	Gossett, Ken	DC	Year	1
PHOTOGRAPHY	San Lorenzo	Gossett, Ken	DC	Year	1
PHOTOGRAPHY	San Lorenzo	Gossett, Ken	DC	Year	1
DISTRICT CONTRACTED					11
CRIMINAL JUSTICE I 0951	San Lorenzo	O'Connell, Michael	CO	Year	1
CRIMINAL JUSTICE I	San Lorenzo	O'Connell, Michael	CO	Year	1
CRIMINAL JUSTICE I	San Lorenzo	O'Connell, Michael	CO	Year	1
CRIMINAL JUSTICE II	San Lorenzo	O'Connell, Michael	CO	Year	1
CRIMINAL JUSTICE II	San Lorenzo	O'Connell, Michael	CO	Year	1
CENTER OPERATED					5
ALL COURSES TOTAL					16

Please sign to confirm the number of sections for ROP and District Contracted instructors. Be sure to include the correct name of the course as it reads in your student information system. Please contact me with any questions.

Bernie Phelan, Director, Ed Services (510) 293-2904/bphelan@edenrop.org

*O'Connell, Michael*  
Principal or Designee Signature  
7/11/19  
Date

# ROP Master Schedule 2019-2020

[illegible]

Please sign to confirm the number of sections for ROP and District Contracted instructors. Be sure to include the correct name of the course as it reads in your student information system. Please contact me with any questions

**Bernie Phelan, Director, Ed Services (510) 293-2904/bphelan@edenrop.org**

Olga Pineda - COR Coord

Principal or Designee Signature

7/11/19

Date



# ROP Master Schedule 2019-2020

Course	Site	Teacher	Type	Duration	Sections
Medical Technology	Royal Sunset	Heath, Jenniferl	DC	Year	1
			DISTRICT CONTRACTED		1
			CENTER OPERATED		0
			ALL COURSES TOTAL		1

Please sign to confirm the number of sections for ROP and District Contracted instructors. Be sure to include the correct name of the course as it reads in your student information system. Please contact me with any questions.

**Bernie Phelan, Director, Ed Services (510) 293-2904/bphelan@edenrop.org**

Olga Pineda - CAR Coordinator  
Principal or Designee Signature  
7/11/19  
Date



**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with Karen Huff for Coaching and Support for the 2019-2020 School Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

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Shifting of the student calendar has resulted in a large shift in the timing of the work throughout the year for the Educational Services Department. With two districts now ending their first semester prior to winter break, traditional outreach and support that has occurred during the second semester needs to be shifted to the first semester. Mrs. Huff will work with the Educational Services Department to coordinate the shift in the workload for this year.

The attached is a copy of the agreement between Karen Huff and the Eden Area ROP to provide coaching and support for the 2019-2020 school year.

## **CONSENT CALENDAR**

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## AGREEMENT FOR SERVICE

### **THIS AGREEMENT FOR SERVICE** (this "Agreement") for the 2019-2020 school year

BETWEEN

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

#### **OF THE FIRST PART**

-AND-

Karen Huff  
(the "Service Provider")

#### **OF THE SECOND PART**

#### **BACKGROUND:**

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

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

#### **Services Provided**

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
  - Shape the advisor relationships upon a high level of professional ethics, appropriate confidentiality, competence and trust
  - Provide extensive, contextualized one-on-one support to members of Educational Services Department
  - Meet monthly with educational services staff
  - Provide unlimited phone and email contact to address any specific issues or concerns
  - Provide outlines/checklists and timelines for events on Educational Services master action calendar.
  - Collaboratively modify and streamline present process in the Educational Services Department.
  - Recommendations on strategies and procedures for the administrative staff to build relations with partnering schools and district contracted CTE teachers.

### **Term of Agreement**

2. The term of this Agreement will begin on September 9, 2019 and will remain in full force and effect until June 30, 2020, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

### **Performance**

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

### **Compensation**

4. The service provider will be paid \$80 per hour worked for a maximum of 200 hours. Days worked will be mutually agreed upon by both parties.
5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

### **Confidentiality**

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

### **Non-Competition**

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

### **Ownership of Materials**

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

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

### **Return of Property**

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

### **Assignment**

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

### **Capacity/Independent Contractor**

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

### **Modification of Agreement**

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

### **Notice**

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

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

- b. Karen Huff

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

### **Costs and Legal Expenses**

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

### **Time of the Essence**

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

### **Entire Agreement**

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

### **Limitation of Liability**

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

### **Indemnification**

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

### **Inurement**

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

### **Titles/Headings**

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

### **Gender**

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

### **Governing Law**

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

### **Severability**

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

### **Waiver**

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

### **Additional Provisions**

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

\_\_\_\_\_  
Karen Huff

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the Lease Agreement with L&M Investments for the Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from October 2019 through September 2020

## **BACKGROUND**

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

## **CURRENT SITUATION**

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

2430 Acme Court, Turlock, CA 95380

The lease agreement will commence from October 1, 2019 to September 30, 2020.

## **CONSENT CALENDAR**

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# COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/15)

Date (For reference only): August 8, 2019

L & M INVESTMENTS

Eden Area ROP

("Landlord") and

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2480 ACME COURT, TURLOCK, CA ("Premises"), which comprise approximately 50 % of the total square footage of rentable space in the entire property. See exhibit for a further description of the Premises.

2. **TERM:** The term begins on (date) October 1, 2019 ("Commencement Date"), (Check A or B):

- ☒ A. Lease: and shall terminate on (date) September 30, 2020 at 11:59 ☐ AM ☒ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
- ☐ B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
- ☐ C. RENEWAL OR EXTENSION TERMS: See attached addendum

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

- ☒ (1) \$ 1,700.00 per month, for the term of the agreement.
- ☐ (2) \$ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
- ☐ (3) \$ per month for the period commencing and ending and \$ per month for the period commencing and ending and \$ per month for the period commencing and ending
- ☐ (4) In accordance with the attached rent schedule.
- ☐ (5) Other:

B. Base Rent is payable in advance on the 1st (or ) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) L & M INVESTMENTS at (address) P.O. Box 766, Turlock, CA 95381, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on in possession. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$ as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials ( BL ) ( )

Tenant's Initials ( ) ( )



**7. PAYMENTS:**

	<u>TOTAL DUE</u>	<u>PAYMENT RECEIVED</u>	<u>BALANCE DUE</u>	<u>DUE DATE</u>
A. Rent: From <u>10/1/2019</u> To <u>9/30/2020</u> Date Date	\$ 1,700.00/month	\$ _____	\$ _____	_____
B. Security Deposit .....	\$ _____	\$ _____	\$ _____	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total: .....	\$ _____	\$ _____	\$ _____	_____

8. **PARKING:** Tenant is entitled to \_\_\_\_\_ unreserved and \_\_\_\_\_ reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: \_\_\_\_\_  
The right to additional storage space ☐ is ☒ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 150.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: \_\_\_\_\_  
Items listed as exceptions shall be dealt with in the following manner: \_\_\_\_\_

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant \_\_\_\_\_

**14. PROPERTY OPERATING EXPENSES:**

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. \_\_\_\_\_

OR B. ☐ (If checked) Paragraph 14 does not apply.

15. **USE:** The Premises are for the sole use as \_\_\_\_\_  
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

**17. MAINTENANCE:**

A. Tenant OR ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and \_\_\_\_\_

Landlord's Initials ( BL ) ( \_\_\_\_\_ )

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



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

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

- 25. BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ \_\_\_\_\_ and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00 , plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (   **BL**   )

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☐ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☐ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
- 35. DISPUTE RESOLUTION:**
- A. MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

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

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

Landlord's Initials

Tenant's Initials

Landlord's Initials (  ) ( \_\_\_\_\_ )

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



**Date** August 8, 2019

**37. NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Tenant: Eden Area ROP

**38. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

40. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: \_\_\_\_\_

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA)

**42. ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

**44. AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Tenant's Initials (      ) (      )



Premises: 2480 Acme Court, Turlock, CA 95380

Date August 8, 2019

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

Tenant \_\_\_\_\_ Date \_\_\_\_\_

(Print name)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

(Print name)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord \_\_\_\_\_ Date 8-7-19

(owner or agent with authority to enter into this agreement)

L & M INVESTMENTS

Address P. O BOX 76 City TURLOCK State CA Zip 95381

Landlord \_\_\_\_\_ Date \_\_\_\_\_

(owner or agent with authority to enter into this agreement)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Ongoing MOU with the JPA Member Districts for a Joint Powers Authority for Participation in the Career Technical Education Incentive Grant (CTEIG) Program

## **BACKGROUND**

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The California Department of Education has allocated \$150 million per year for the Career Technical Education Incentive Grant (CTEIG) Program. Funds for this grant will have to be matched with cash dollars at a \$2:\$1 rate. Additionally, ed code requires a commitment to maintain current CTE funding levels at the 2018-2019 level for the next three years. Funds are to be used to maintain and improve CTE pathways.

## **CURRENT SITUATION**

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JPA ROPs are eligible to apply as the fiscal lead for the grant as long as there is an MOU in place among the participating districts and the ROP. Member districts have agreed to continue in the same manner as the original application and apply as a consortium with the Eden Area ROP as the lead. This MOU serves as the agreement among the districts and the ROP that will enable us to move forward with this grant application as a consortium. It has been updated to clarify district partners ability to opt out of the agreement by providing notice at the end of the school year.

## **CONSENT CALENDAR**

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Memorandum of Understanding (MOU)  
for a Joint Powers Authority  
for participation in the Career Technical Education Incentive Grant (CTEIG) Program

Names of Participating Local Educational Agencies (LEAs):

Castro Valley Unified School District  
Hayward Unified School District  
San Leandro Unified School District  
San Lorenzo Unified School District  
Eden Area Regional Occupational Program

This MOU was established to assist multiple LEAs in their regional area to provide a more comprehensive Career Technical Education (CTE) program offering to students. The MOU is comprised of the LEAs listed above. This agreement will become effective upon receipt of this document with original signatures of the Superintendent or Authorized Designee from each of the participating LEAs and will continue until revised or disbanded by the participating LEAs.

For JPA's:

1. As the administrative agency for the JPA, **Eden Area ROP** will receive and administer the JPA's allocated funds, and submit the necessary plans, applications, and all fiscal claims to the California Department of Education (CDE). Each of the LEAs participating in the JPA will cooperate in the development of these documents and will provide timely responses to the JPA fiscal agent's request for information and data.
2. Each member of the JPA will release the Average Daily Attendance (ADA) of their students in their district that will participate in the JPA's CTE programs to determine funding for this specific CTEIG funding structure. The JPA will report only those students' ADA that the member has released for the purpose of determining the grant allocation award. Each member and fiscal agent will submit data on CTE students according to what they are claiming or releasing of ADA for the grant funding structure of ADA, as outlined in Education Code (EC) Section 53071, (B), i-v.

Each member of the MOU and fiscal lead agency will sign all grant assurances and comply with all requirements as a grant recipient for the CTEIG funding, as outlined in EC Section 53071.

In accordance with the CTEIG program, EC Section 53070, (b) Of the amounts appropriated in paragraphs (1) through (3), inclusive, of subdivision (a), 4 percent is designated for applicants with average daily attendance of less than or equal to 140, 8 percent is designated for applicants with average daily attendance of more than 140 and less than or equal to 550, and 88 percent is designated for applicants with average daily attendance of more than 550. For purposes of this section, average daily attendance shall be those figures that are reported at the time of the second principal apportionment for the previous fiscal year for pupils in grades 7 to 12, inclusive. For any applicant consisting of more than one school district, county office of education, charter school, or regional occupational center or program operated by a joint powers authority, or of any combination of those entities, the sum of the average daily attendance for each of the constituent entities shall be used for purposes of this subdivision.



No funds will be redistributed to individual members of the JPA for purposes or programs that are not available to all members of the JPA.

This agreement shall remain in effect as long as the state continues to allocate funds for the CTE Incentive Grant Program, or a member district provides written notice prior to March 1<sup>st</sup> of the current fiscal year of their desire to reallocate their ADA in a different manner. Eden Area ROP staff will send the member districts an annual reminder of this option in January each year.

**Eden Area ROP** may claim indirect costs incurred based on the approved state rate.

As evidenced by the accompanying Superintendent or Authorized Designee signatures, each of the JPA's participating LEAs agrees allocate all of their ADA to Eden Area ROP and to the conditions set forth in this Memorandum of Understanding:

Castro Valley Unified

LEA Name	Authorized Signature, Parvin Ahmadi	Date
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Hayward Unified

LEA Name	Authorized Signature, Matt Wayne	Date
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San Leandro Unified

LEA Name	Authorized Signature, Michael McLaughlin	Date
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San Lorenzo Unified

LEA Name	Authorized Signature, Daryl Camp	Date
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Eden Area ROP

LEA Name	Authorized Signature, Linda Granger	Date
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**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the MOU with Got Watts?  
for the Use of Facilities for the Electrical Trainee Program that is  
Operated in Concord, CA from September 2019 through September  
2020

## **BACKGROUND**

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The Eden Area ROP's Governing Board approved the assumption of the Construction Craft Training Center (CCTC) operations on September 1, 2016. Classes operated in Concord have been conducted at the Got Watts? facility.

## **CURRENT SITUATION**

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In order to provide services in the Concord area, the Eden Area ROP recommends that we continue the MOU with the Got Watts? facility to provide electrical training to adults. The attached MOU is between Got Watts? and the Eden Area ROP for the facility located at:

2250 Commerce Ave. Suite C., Concord, CA 94520

The MOU will commence from September 1, 2019 to September 1, 2020.

## **CONSENT CALENDAR**

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# Memorandum of Understanding

between

## Got Watts? Electric & Solar and Eden Area ROP Adult Education

This Memorandum of Understanding (MOU) sets the terms and understanding between **Got Watts?** and **Eden Area ROP Adult Education** who are providing electrical and continuing education classes to adults from September 2019 to September 2020.

### Purpose

The purpose of this MOU is to establish an agreement among the above mentioned parties concerning their respective roles and responsibilities for hosting and conducting electrical and continuing education classes.

### Eden Area ROP Adult Education Mission and Overview

The mission of Eden Area ROP is to prepare students for careers and further education as well as to instill workplace values that will enable them to compete successfully in the economy of today and the future.

Since the MOU is intended to describe and detail how partners will contribute to the establishment and maintenance of the electrical training program, it is important that all partners to the MOU share a collective vision for the program and have a common understanding as to the scope and purpose of the program.

### Duties of Parties

In this section, the responsibilities and agreements of each party is described separately.

For the company, **Got Watts?**, the responsibilities and agreements include:

- ☐ *Providing classroom/meeting space that is appropriate for instructional purposes;*
- ☐ *Classroom/meeting space can be used in the evening Monday thru Thursday from 5pm to 8 pm.;*

For the educational institution, **Eden Area ROP Adult Education**, the responsibilities and agreements include:

- ☐ *Will provide evidence of liability insurance rider for the Got Watts? facility;*
- ☐ *Safely instruct students in the agreed classroom/meeting space;*
- ☐ *Will provide custodial services two times a week at Got Watts?;*
- ☐ *Will provide funds for instructional classes (salaries, materials and supplies, etc.);*
- ☐ *Employees of Got Watts? Will receive a \$100 discount per class, provided Eden Area ROP is able to use the facility of Got Watts? for instructional classes;*

### Meetings

All major administrative decisions concerning policy and personnel of the electrical program shall be brought to the attention of Eden Area ROP Director of Adult Education. Decisions will be reached by group consensus whenever possible and appropriate. The signing representatives of each party will

meet at least two times per year, or as needed, about key decisions and issues related to a successful program implementation. The Eden Area ROP Director of Adult Education will oversee and make all day-to-day decisions, in consultation with the program staff, when appropriate, for the operations of the program.

### **Duration**

The agreement is for a period of one year and may be renewed annually.

### **Procedures for Modification and Termination**

- The MOU may be modified, revised, extended, or renewed by mutual written consent of both parties, by the issuance of a written amendment, signed and dated by both parties. Submission of a revised MOU requires a program amendment to be submitted to the Director of Adult Education.
- Either party of the MOU may terminate their participation in this MOU by giving written notice of intent to terminate to the partner 90 days prior.

### **Signatures**

All partners in this agreement sign to confirm their acceptance of its terms by their signature.

\_\_\_\_\_  
(Partner signature)

\_\_\_\_\_  
(Partner signature)

Craig Lang \_\_\_\_\_  
(Partner Printed Name)

\_\_\_\_\_  
(Partner Printed Name)

Director of Adult Education \_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Position)

clang@edenrop.org \_\_\_\_\_  
(E-mail)

\_\_\_\_\_  
(E-mail)

510-293-2905 \_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Telephone)

Eden Area ROP Adult Prog \_\_\_\_\_  
(Organization)

\_\_\_\_\_  
(Organization)

26316 Hesperian Blvd. HAY \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board approve the MOU with the Hayward Unified School District for the Independent Study Teacher to Support the Hayward Promise Neighborhoods Program for the 2019-2020 School Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

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

### Fiscal Impact:

None, position is grant funded.

## **CONSENT CALENDAR**

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

**I. TERMS OF MOU:**

This agreement shall commence on July 1, 2019 and shall extend through June 30, 2020.

**II. CONTRACT AMOUNT**

The teacher contract amount for \$136,701 for salary and benefits.

**III. PURPOSE:**

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

**IV. ROLE AND RESPONSIBILITIES OF Eden Area ROP**

- The ROP shall provide leadership and coordination services to ensure quality academic and career technical standards are met.
- The ROP will provide data control services for registration, attendance, grades, transcripts, and other student records.
- Attendance reporting will be reflected by both the ROP and HUSD
- Reimbursement back to district for the independent study teacher at \$136,701 along with benefits.

**V. ROLES AND RESPONSIBILITIES OF HUSD**

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

- o Push in or pull out instruction
- o Intensive intervention
- o Differentiated content

## **VI. TERMS OF AGREEMENT**

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

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

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

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

Date:

\_\_\_\_\_  
Linda Granger  
Superintendent  
Eden Area Regional Occupational Program

\_\_\_\_\_  
Allan Garde  
Assistant Superintendent Business Services  
Hayward Unified School District

# INFORMATION ITEMS

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**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Bernie Phelan, Director of Educational Services  
**SUBJECT:** ROP Pathway Review-Design, Visual and Media Arts

## **BACKGROUND**

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

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

## **CURRENT SITUATION**

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The Design, Visual, and Media Arts pathway, under the Arts, Media and Entertainment sector, includes those occupations that use visual art, digital media, and Web-based tools and materials as the primary means of communication and expression. In addition to an understanding of current workplace practice, this career pathway requires the development of knowledge and skills in both visual art concepts as well as new and emerging digital processes by which individuals are able to create and communicate complex concepts in a broad range of occupations and professions. The attached pathway review is for the following programs: Graphics (ROP Center), Graphic Design DADA, Graphic Design (Castro Valley HS) and Graphic Arts (San Leandro HS). The statistics provided are derived from the 2018-2019 C101 follow-up study completed June 2019.

## **RECOMMENDATION**

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Information only

# Criteria for Course Approval and Expansion Annual Review

For Class offerings 2018-2019 School Year

<b>SCHOOL DISTRICT:</b>		<b>EDEN AREA ROP</b>		<b>LOCATION:</b>		<b>ROP Center, CV</b>											
<b>SECTOR/PATHWAY:</b>		Design, Visual & Media Arts		<b>INSTRUCTOR:</b>		<b>Sherri. Greenfield, Reinerio</b>											
Course Name		Enrollment as of 18-19 Year to Date		Enrollment as of 17/18 Year to Date		Enrollment as of 16/17 Year to Date											
Graphics (ROP)		59		51		54											
Graphic Arts (SLE)		106		139		140											
Graphic Design DADA (CV)		37		21		N/A											
Graphic Design (CV)		104		102		N/A											
<b>Comments:</b> <ul style="list-style-type: none"> <li>Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing.  <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO </li> <li>Retention rate (Active Enrollment divided by Year-to-date Enrollment):</li> </ul>																	
<b>Text Book: Online Software</b>				<b>Author:</b>		<b>Edition:</b>											
<b>NO.</b>	<b>YES</b>	<b>NO</b>															
1.	X		<b>ENROLLMENT</b> – Course meets current or future labor market news. <table border="1"> <tr> <td><b>CLASS SCHEDULE:</b> AM/PM</td> <td><b>SECTIONS PER YEAR:</b></td> <td><b>MINS PER SECTION:</b></td> <td colspan="2"><b>EXPECTED MINIMUM STUDENTS PER SECTION:</b></td> </tr> <tr> <td>2 (Center) Varies for each site</td> <td>Varies for each site</td> <td>90 min Offsite 3hrs Center</td> <td colspan="2">25+</td> </tr> </table>					<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>		2 (Center) Varies for each site	Varies for each site	90 min Offsite 3hrs Center	25+	
<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>														
2 (Center) Varies for each site	Varies for each site	90 min Offsite 3hrs Center	25+														
2.	X		<b>AVAILABILITY OF QUALIFIED INSTRUCTOR</b> – Qualified/ Credentialed Instructor teaching course.														
3.	X		<b>LEADERSHIP</b> – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.														
4.	X		<b>CURRICULUM and INSTRUCTION</b> – Students are provided with a strong experience in and understanding of all aspects of industry.														
5.	X		<b>SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT</b> – Course is designed as part of a sequence of courses, career pathways, etc.														
6.	X		<b>ADVISORY COMMITTEE</b> – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.														
7.	X		<b>LABOR MARKET NEEDS</b> – Course meets current or future labor market needs.														
8.	X		<b>WORK BASED LEARNING</b> – Course incorporates work based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)														
9.		X	<b>COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION</b> – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)														
10.	X		<b>JOB PLACEMENT/FURTHER EDUCATION OPTIONS</b> – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.														
11.	X		<b>FACILITIES AND EQUIPMENT ACCOMMODATION</b> <input checked="" type="checkbox"/> District will provide a facility which adequately accommodates the program. <input checked="" type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.														
<b>OTHER CONSIDERATIONS:</b>																	
<input checked="" type="checkbox"/> A-G Credit for UC: F or G				<input type="checkbox"/> State and National Licensing or Certification													
<input type="checkbox"/> Community College Articulation:				<input checked="" type="checkbox"/> Strong Business or Industry Partnership													
<input type="checkbox"/> Dual Enrollment				<input type="checkbox"/> Emerging Technologies -													
<b>COMPLIANCE CATEGORIES</b>																	
<input checked="" type="checkbox"/> <b>R – Retain Program:</b> Program meets all criteria.		<input type="checkbox"/> <b>W - Watch Program:</b> All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> <b>P - Probation:</b> Criteria is not being met. Program in danger of suspension.		<input type="checkbox"/> <b>R – Reduce Program:</b> Downsizing program.											
<input type="checkbox"/> <b>S/T - Suspend/ Terminate program.</b>																	

**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Bernie Phelan, Director of Educational Services  
**SUBJECT:** Dates for the Sophomore Tours and the Student Awards Ceremony

## BACKGROUND

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Annually the Eden Area ROP facilitates sophomore tours and hosts a student award ceremony.

The sophomore tours promote awareness of the ROP programs and career opportunities for students. The Eden Area ROP collaborates with each of the comprehensive high schools to design, organize and facilitate tours here at the Hayward Center for all high school sophomores.

The student awards ceremony is held in the late spring to recognize outstanding achievements of ROP students.

## CURRENT SITUATION

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After reviewing the calendars of each of the four school districts, as well as facility availability, Wednesday, May 20, 2020 has been selected for the student awards ceremony.

The sophomore tours have been scheduled for the following dates:

San Lorenzo High School	Wednesday, October 23, 2019
Arroyo High School	Friday, October 25, 2019
Mt. Eden High School	Friday, November 8, 2019
San Leandro High School	Friday, November 15, 2019
Castro Valley High School	Wednesday, December 4, 2019
Tennyson High School	Friday, December 6, 2019
Hayward High School	Friday, December 13, 2019

In the spring staff will work with the continuation programs to schedule presentations for the current continuation students.

## RECOMMENDATION

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**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Eden Area ROP Service Awards

## **BACKGROUND**

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Annually the Eden Area ROP recognizes staff for their years of service.

## **CURRENT SITUATION**

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At the August 12, 2019 staff development day, service pins recognizing years of service were presented to staff members. Below is a list of the recipients and their respective years of service.

<b>EMPLOYEE</b>	<b>TITLE</b>	<b>SERVICE YEARS</b>
Evan Goldberg	Grant Coordinator	5
Jayne Salinger	Work Based Learning Specialist	5
Linden Keiffer	Security	10
Christina Charlton	Marketing Instructor	15
David Espinoza	Auto Technology Instructor	15
Tammey Brown	Dental Assisting Instructor	35

## **RECOMMENDATION**

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Information only

# ACTION ITEMS

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**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Ariel Owen, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the 2018-2019 Unaudited Actuals Income and Expenditure Report

## **CURRENT SITUATION**

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The 2018-2019 Unaudited Actuals includes the documentation of all fiscal transactions of the Eden Area ROP and presents the ROP's financial position for the period July 1, 2018 through June 30, 2019. It includes detailed summary information for the General Fund and all other funds in the ROP including Adult Education, Special Reserve for Postemployment Benefits, Capital Outlay Projects and Retiree Benefits Fund.

Unaudited Actuals for the year ended 2018-2019 documents the beginning fund balances of all funds, total of all revenues, total of all expenditures and the ending fund balances of all funds. Ending balances are forwarded to the next fiscal year 2019-2020.

The detailed report will be submitted to the Governing Board under a separate cover. Copies for the public are available upon request.

Policy/Ed Code:  
Education Code 42120-42127

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the 2018-2019 Unaudited Actuals Income and Expenditure Report.



**DATE:** September 5, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the Ongoing Agreement with Orbund for Student Information System Services for the Adult Education Programs for the 2019-2020 School Year

## **BACKGROUND**

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The adult education department has continued to use the "Open Admin" student information system that was used by CCTC during the management change in 2016. The system has limited functions and students have no way to access their information online.

## **CURRENT SITUATION**

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The Eden Area ROP has identified Orbund as a qualified vendor to provide the system and training for a new student information system. This platform is vital to the operation of the Adult Programs. The Orbund system integrates teaching platforms, enrollment, attendance, grading, financial functions and student communication and access.

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the ongoing agreement with Orbund for student information system services for the adult education programs for the 2019-2020 school year.



# Orbund Service Agreement

This **SERVICE AGREEMENT** ("agreement") is entered into on 7/16/2019 by and between Orbund, LLC., a Kansas limited liability company with its principal place of business located at 7500 College Blvd., Suite 740, Overland Park, KS 66210 ("Orbund" or "Us" or "We"), and Eden Area Regional Occupational Program, an educational institution with its principal place of business located at 26316 Hesperian Blvd. Hayward CA 94545 ("Client" or "You").

## 1. PURPOSE

This agreement sets forth the terms and conditions of your use of our web services and represents the entire agreement between you and us.

## 2. LANGUAGE AND READING

This agreement is written in English as spoken, written, and interpreted in the United States of America. By signing this agreement, you acknowledge and agree that you can read English and you understand the legal meaning of the wording of this contract as interpreted under the United States of America contract and common law. By signing this agreement, you acknowledge and agree that you have read, understand, acknowledge and agree to be bound by all the terms and conditions of this agreement.

## 3. AGENCY

Client further agrees to be bound by the terms of this Agreement for transactions entered into the Student Information System on Client's behalf by anyone acting as Client's agent, and transactions entered into any other systems Client has established with Orbund, whether or not the transactions were on Client's behalf.

## 4. OUR SERVICE

We provide online application services and user support for those services for a fee. While we may provide highly customized services that require us to re-engineer portions of our infrastructure, we do not design, create, or program computer applications for your use. We import, maintain, abstract, and represent your data on your behalf. In common language, our services is known a "cloud service" or "application service."

## 5. LICENSE TO USE ON-LINE APPLICATION SERVICE

- i. Subject to the terms of this Agreement, we grant you a nonexclusive, nontransferable license to access and use our on-line application service for internal business purposes only,
- ii. You may not sublicense such rights to a third-party or one of your subsidiaries without our express written consent.
- iii. You may print out, or otherwise make, printed copies ("Copies") of the reports, numeric results and other information or materials generated from your access and use of the online application service for internal business purposes only.





- iv. Any updates, modifications, enhancements or new versions of our online application service we provide or make available to you shall be considered online application services subject to this Agreement.
- v. As part of industry standard for SaaS, we may at any time and for any reason elect to update any standard aspect or standard feature of our online application service without notifying the client; however, we will make commercially reasonable efforts to provide you with notice of any such changes.

## **6. REGISTRATION OF AUTHORIZED USERS**

- i. All users of our online application service must register and receive authentication credentials such as a password, security certificate, biometrics, or other authentication mechanism prior to using our online application service.
- ii. We offer different groups of users, and we may increase the number of groups of users we offer.
- iii. We reserve the right to determine how to register each group of users. For example, we may require that an administrative user register through mail, and we may require that a student user register through our online application service.
- iv. We reserve the right to place access restrictions on the level of access of each group of user. For example, we may print "Not Official" on any transcripts printed by a student user.
- v. No registered user of our online application service may allow a non-registered person or entity to access our online application service.

## **7. DATA OWNERSHIP**

- i. You shall retain ownership of all data you upload or provide us to upload to our online application system and all data you create through interaction with our online application service.
- ii. We will generate Meta data on your data, which is data our online application service needs about your data to maintain on your data for the operation of our online application service. We shall retain ownership of all Meta data. Such Meta data includes files sizes, MIME types, usage and download statistics, thumb nails, logs, time stamps, and caches. Because of the nature of Meta data, the Meta data we generate may change form or be flushed from our system at random.
- iii. Upon completion or termination of this agreement, Orbund will retain a copy of all data for 120 days that you have uploaded or provided us to upload to our online application service and some Meta data. Client will be responsible and will have 120 days (from the date of Termination notification) to backup their own data. Orbund will remove all data from the data store after 120 days of receiving a signed "Data Deletion Request & Waiver" signed by the highest ranking officer or employee of your organization.

## **8. OUR OBLIGATIONS**

- i. We will provide hosted web application services that include the standard features with no additional charge.
- ii. We shall maintain the necessary hardware we own or lease, the necessary software we license, and the necessary data you own and have entrusted to us to provide application services that includes the standard features and nonstandard features listed (if any) on Appendix A.



- iii. We shall store backup of your data on a secondary hard drive every day on the same server where your data is stored. The secondary hard drive will store copies of your data for at least the last three days at all times. You may purchase additional data backup service such as remote site data backup service for an additional fee.
- iv. Under certain circumstances, we will need to disable your service temporarily for maintenance of our hardware and software. For planned maintenance, we will disable your service temporarily on a Sunday or Holiday that is least likely to impact your operations. If you feel that temporarily disabling your service on a Sunday will impact your operations, you will need to specify an alternative day in an addendum to this agreement.
- v. We shall maintain a 99.9% Uptime all the tim

## 9. YOUR OBLIGATIONS

- i. You shall provide us with all necessary data and information to initialize your service. If you fail to, our obligation to initialize your service in the specified time is null and void.
- ii. You shall use our services for legitimate, intended, and lawful purposes only. You agree to hold us harmless for any misuse of our services.

## 10. PAYMENT TERMS

- i. All invoices are due on the fifth (5<sup>th</sup>) day after the issuance of the invoice.
- ii. Clients will be due for payment upon receiving the monthly invoice, and the initial invoice will be generated upon successful completion of Implementation; or when the client starts entering production transactional data. Client will be required to sign-off on both Implementation and training upon completion.
- iii. To avoid any unnecessary late charges, clients are encouraged to complete the ACH Payment Authorization Form (under Appendix B of this document) unless otherwise specified.
- iv. All invoices will be sent by e-mail from [billing@orbund.com](mailto:billing@orbund.com), unless requested otherwise. If you would like to be invoiced by any other means, such as postal mail, a handling fee of \$25 per invoice will be assessed and added to your invoice.
- v. Service fees of amount less than \$1,000 must be paid by either automatic debit or direct deposit unless otherwise specified.
- vi. Any invoice that remains unpaid for more than thirty days after it was issued will incur a 1.5% finance charge per every full or partial month it remains unpaid. Finance charges will not accrue other finance charges.
- vii. If an invoice remains unpaid for ninety days after it is issued, we will mail and e-mail you a "Five Days to Cure" notice. If payment in full is not made in those five days, the service may be disabled. To resume service, you will have to pay the invoice in full and a \$75 re-initialization fee before we will enable your service. Should we need to synchronize data that was acquired during the time we had disabled your service with most recent data we have available in our service, you may be subject to a data migration fee we have in effect at the time.
- viii. If an invoice remains unpaid for 120 days after it was issued, you will incur a \$250 collection fee or the maximum collection fee allowed by law in the state of Kansas. If multiple invoices remain unpaid for 120 days, you will incur this fee only once.



- When we assess this fee, the 1.5% monthly finance charges will cease; however, any 1.5% monthly finance charges already incurred will remain.
- ix. We will not charge the 1.5% finance charge and the \$250 collection fee after we receive notice that you have filed a petition of bankruptcy protection should you file for bankruptcy protection.
  - x. Before we initialize your service with the standard features, we will require full payment for our implementation service as outlined in this service agreement. Client will require to sign-off right after standard implementation and move on to next step (System's Training). Any customization work (which may be a part of Implementation) will continue and deliver within the time it allowed.
  - xi. For any nonstandard features listed in Appendix A, we will invoice you separately for each feature. We will not initialize any feature in Appendix A until we have received at least a 50% deposit (applicable only if the amount is \$5,000.00 dollars or more).

## **11. DURATION OF AGREEMENT**

This agreement will be in effect until terminated by either party with at least ninety (90) days of advance, written notification. This contract will auto-renewed at the date of anniversary in each year unless otherwise specified.

## **12. PRIVACY OF CLIENT DATA**

Unless required by law, subpoena, or to provide service under this agreement, we will not provide your data to a third party unless you authorize us to do so in writing.

Client may use third-party systems or processors to complement Orbund and may need information exchanged between the systems as part of the integration. Such information may include Personal Identifiable Information (PII) or credit card information. All integrations and communications are done over a secure connection. If such integrations are applicable, they will be listed under Appendix B and by signing this agreement client authorizes Orbund to share whatever relevant information needed for the seamless integration of the systems.

## **13. ELIGIBILITY FOR SERVICE DOWNTIME CREDIT**

You shall be eligible to receive a credit for qualifying Service Downtime if each of the following conditions is met:

- i. You make a written support request to us through e-mail or live chat, in addition to other written means.
- ii. The Service Downtime is directly related and attributable to us, as verified by our technical support team, excluding Maintenance.
- iii. The Service Downtime is caused by failure of hardware or software that we manage, operate, and own or lease.
- iv. Your account is in good standing with us, you are current on all payments, and your account is currently active at the time of the occurrence of the Service Downtime.

## **14. UNAVAILABILITY OF SERVICE DOWNTIME CREDIT**

Client shall not be eligible to receive a credit for Service Downtime if the cause of the Service Downtime is any of the following, as verified by Orbund technical support team:



- i. Your intentional or unintentional actions or misuse of our Services under causes the downtime.
- ii. The downtime of service is caused by hardware or software failure or hardware or software that we do not manage, operate, or own or lease.
- iii. The downtime of service is caused by a third-party service provider.
- iv. The downtime of services is caused by routine maintenance that we have provided notice for before temporally disabling your service for maintenance.
- v. The downtime of service is caused by any activity, virus, or malicious event targeted against us, you, or any other of our clients.
- vi. The downtime is caused by an “act of god” or other uncontrollable and unforeseeable event;
- vii. The downtime or service is caused by failure of any network, internet infrastructure, or other services not managed, operated, and owned by us.
- viii. The downtime of services is caused by an event that requires us to refuse connections to protect or preserve you data.
- ix. The downtime of service is a caused by us suspending your account for delinquent invoices.

## **15. AMOUNT AND APPLICATION OF SERVICE DOWNTIME CREDIT**

- i. We will credit your account an amount equal to your monthly service fee divided by thirty times the number of full or partial days of downtime. To determine the number of partial days of downtime, we use midnight six hours negative of Greenwich Mean Time as the start of a new day.
- ii. Your credit can be applied to future invoices. Your credit has no cash value, meaning that if you do not have future invoices, you will not receive a cash settlement of your credit.
- iii. You will not receive this credit if you have any invoices that remain unpaid thirty days after they were issued.
- iv. To receive this credit, you must request it in writing.

## **16. DATA LOSS**

We disclaim and you hold us harmless for any deletion, failure to store, improper delivery, or untimely delivery of any information or material unless otherwise stated in this Agreement. We disclaim any responsibility for any harm resulting from downloading or accessing any information or material through our service. You will bear all risk associated with any content that you, or any person you may provide access to our service such as your staff, your students and you student’s parents.

## **17. DATA CONVERSION**

When applicable, some clients may engage Orbund to migrate their historical data from a different system to Orbund. Although Orbund will do everything in its power to successfully migrate the data into Orbund, it must be noted that this process is never perfect, simple or the intended results are not guaranteed. There are times, depending on the source system, some data cleanup process may be required by the client or certain functions in Orbund may not be possible till the data is present. By signing this agreement client acknowledges that Orbund will do everything possible to successfully migrate client’s data but it may not be perfect or as intended. Although this paragraph may not be



comforting to read this point is true for any system that is migrating from one database to other and we would rather be upfront and honest.

## **18. DIGITAL MILLENNIUM COPYRIGHT ACT**

We store and warehouse data that we have not authored on our service for your benefit. If we receive notice from an individual or entity claiming to hold a copy right to material, such as a textbook, we store and warehouse on our service for your benefit, and the notice request we remove said material, we will initially remove said material from our system while we investigate the notice. If we determine that the notice is without merit, we will return the material to our data store and warehouse. Our decision to remove material in response to a Digital Millennium Copyright Act notice is final.

## **19. GOVERNING LAW**

To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the State of Kansas including the Uniform Commercial Code.

## **20. WAIVER**

Failure by any party to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed a waiver or relinquishment of any right or power at any other time or times.

## **21. BREACH**

If either party breach any term of this agreement, the injured party shall be relieved of all obligations and performance under this Agreement. The injured party shall be entitled to an award of attorney's fees in the event that it is required to utilize an attorney to enforce the provisions of this agreement against the opposing party, provided written notice to the opposing party and at least ten (10) days to cure said breach is given. For purposes of this section, the use of an attorney cannot violate section 27 of this agreement. This section includes, but is not limited to, the use of an attorney or other collection agency or firm to collect amounts that are due and owing to us.

## **22. MODIFICATION**

This Agreement may not be amended, altered, modified or otherwise changed except upon Orbund providing written notice of the changes no later than one-hundred eighty (180) days prior to the changes taking effect, and with said notice expressly stating that it is an amendment to this Agreement. This section shall not supersede any other modification provisions or timeframes contained elsewhere in this Agreement.

## **23. AUTHORITY**

The parties represent that they have the right and legal capacity to execute this Agreement, and that all procedures and approvals that are necessary and required to enable him or her to properly execute this Agreement on behalf of their respective party have been followed or secured.



## 24. CAPTIONS

The captions and headings of the paragraphs and sections of this Agreement are for convenience only and are not to be used to interpret or define the provisions therein.

## 25. APPENDIX VS. ADDENDUM VS. MODIFICATION

- i. For purposes of the agreement, an appendix adds content to this agreement but does NOT modify this agreement. If any language in an appendix to this agreement contradicts language in this agreement, the language of this agreement shall be used for interpretations. If the language of one appendix of this agreement contradicts the language another appendix of the agreement, the appendix with the highest number shall be used for interpretations.
- ii. For purposes of this agreement, an addendum modifies this agreement after this agreement was drafted but before it was signed. If any language in an addendum to this agreement contradicts language in this agreement or appendices of this agreement, the language of the addendum shall be used for interpretations.
- iii. For purposes of the agreement, a modification modifies or adds to this agreement after this agreement was signed. If any language in this agreement, appendices to this agreement, or addendum to this agreement contradicts language in a modification to this agreement, the language of the modification shall be used for interpretations. If the language of one modification of this agreement contradicts the language of another modification of this agreement, the language of the most recently dated and executed modification shall be used for interpretations.

## 25. ENTIRE AGREEMENT

Each party declares and represents that no promise, inducement or agreement not expressed in this Agreement or a mutually executed Work Order between the parties has been made, and that this Agreement contains the entire agreement of the parties hereto, and that the terms of this Agreement are contractual and not a mere recital.

## 26. TERMINATION

This agreement can be terminated by either party with ninety (90) days written notification. We do not believe in locking our clients into long-term contracts. We believe that you should be satisfied with our product, and if you are not, your sales representative or a member of our development team will work with you to better serve you. If, however, you believe we cannot satisfy your needs, you may cancel your service at any time by contacting us in writing. You will have access to the Orbund system for ninety days from the date of notice to collect your data. If you need your data presented in a special format, we may charge you a data migration fee. You will be responsible for payment for any custom initialization service we have provided you.

During Implementation, if the client has decided to terminate the contract while Implementation tasks are in progress, client will be still liable to pay entire Implementation fees (according to contract agreement) which are non-refundable unless termination caused by the service provider (ORBUND).

## 27. DISPUTE RESOLUTION





All disputes relating to this Agreement shall be settled by arbitration in accordance with the commercial rules of the American Arbitration Association. Any arbitration shall be held in Kansas City, Missouri at the offices of the American Arbitration Association.

## **28. DISCLAIMER OF WARRANTIES**

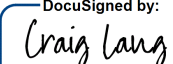
EXCEPT AS STATED OTHERWISE IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY ORBUND.

CLIENT UNDERSTANDS AND AGREES THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS AND SERVICES IS DONE AT CLIENT'S OWN DISCRETION AND RISK AND THAT CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO CLIENT'S COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF SUCH MATERIAL. ORBUND SHALL NOT BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF AND RELIANCE ON THE SERVICE OR ITS ASSOCIATED PRODUCTS AND SERVICES. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICE, PRODUCTS OR SERVICES, FROM INABILITY TO USE THE SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE OR DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THIS SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED ON THIS SERVICE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE PRODUCTS AND SERVICES.


**IN WITNESS WHEREOF**, the parties have executed this Agreement after first reading and understanding all terms herein on the date first written above.



**CLIENT**

DocuSigned by:  
  
1619EDAA34974EE...  
Name: Craig Lang  
Title: Director of Adult Education  
Date: 7/16/2019

**ORBUND**

DocuSigned by:  
  
4B6CFDDA2A8D464...  
Arif Joarder  
Account Manager  
Date: 7/17/2019





## Pricing

The Pricing will be:

Product or Service Name:

Edison-DESCRIPTION	PRICE
Implementation including Data Migration. Standard implementation includes the following <ul style="list-style-type: none"> <li>•1 Standard Online Application Form</li> <li>•2 Online Forms (Any other)</li> <li>•2 Template (Standard)</li> <li>•2 Query Reports</li> <li>•Custom Transcripts</li> </ul>	\$5,000.00
•Short Course Registration Portal (Shopping Cart Setup)	\$3,000.00
•LMS Integration Module Setup (3rd Party – LTI Integration, Canvas & Moodle)	\$5,000.00
•WorkFlow Automation Setup (Setup and Training)	\$3,000.00
<b>Total Down Payment due after signing Contract</b>	<b>\$16,000.00</b>
<b>Yearly Maintenance</b>	
•Short Course Registration Portal (Shopping Cart) Maintenance	<b>\$300.00</b>
•LMS Integration Module Maintenance	<b>\$500.00</b>
•WorkFlow Automation Maintenance	<b>\$300.00</b>
<b>Total Yearly Maintenance Payment</b>	<b>\$1,100.00</b>
<b>Edison - Monthly Payment</b>	
Your Projected Monthly SaaS Fees - Due on Go-Live & every month after <ul style="list-style-type: none"> <li>•Month fee is fixed at \$500</li> <li>•Minimum fee is \$500</li> </ul>	<b>\$500.00</b>
<b>Projected Monthly Payment</b>	<b>\$500.00</b>



This includes maintaining the data on our servers, daily backups of that data, regular updates of our software and technical support that is provided when you are a client of Orbund.

The monthly service charge will apply to active students only, and will commence upon usage of any part of the system. If there are no active students, the minimum monthly fee will be charged. You will not be charged for inactive or past students unless they are re-enrolled. Even though, their records will continue to be available on the system. Monthly service fee is charged right after the mandatory training period, not during set-up (implementation) time. One-time setup fees will be due within 14 business days from signing the official contract by both parties. All currencies are in United States Dollars unless mentioned otherwise.

**CLIENT**

DocuSigned by:

*Craig Lang*

1619EDAA34974EE...

Name: Craig Lang

Title: Director of Adult Education

**ORBUND**

DocuSigned by:

*Arif Joarder*

4B6CFDDA2A8D464...

Arif Joarder

Account Manager




### Additional Services (if needed after Implementation)


Short Course Registration Portal (Edison only)	\$3,000 one-time sign-up fee
Online Application Form	\$500 / form
Templates (standard)	\$150/template
Templates (Custom / HTML)	\$200 / template
Templates (Custom / PDF)	\$500 / template
Forms (Standard)	\$200 / form
Forms (Template)	\$1,000 / form
SQL Query Reports	\$200/query report
Programming	\$150/hour
Data Migration	\$150/hour
Additional Storage	\$2/GB per month
SMS	15c/student / month for unlimited messages
Onsite Training	\$1,500/day + expenses (transportation & lodging)
Onsite Project Management	\$1,500/day + expenses (transportation & lodging)
Separate Server	Depends on configuration

*P.S.: Due to inflation and/or other factor(s), price can be subject to change without prior approval.*

#### CLIENT

DocuSigned by:  
  
 1619EDAA34974EE...  
 Name: Craig Lang  
 Title: Director of Adult Education

#### ORBUND

DocuSigned by:  
  
 4B6CFDDA2A8D464...  
 Arif Joarder  
 Account Manager

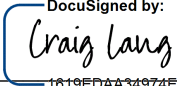


APPENDIX A


You or your sales representative will describe any custom initialization features you may need in this appendix. You may use a narrative description of what you need to accomplish. For example, “We need to use a Grade Point System where honors classes have a 5 for A, 4.5 for a B, and 4 for a C.” You may also draw a picture of how you want your user interface to look and act. For example, if you need a specialized prospective student application, you can draw out exactly what you want your prospective students to see. You can also list hyperlinks to other web sites have features you want. Attach as many pages as you need.

Task	Hours	Charge
N \ A	N \ A	N \ A
	Total	N \ A

CLIENT

DocuSigned by:  
  
1819EDAA34974EE...  
Name: Craig Lang  
Title: Director of Adult Education

ORBUND

DocuSigned by:  
  
4B6CFDDA2A8D484...  
Arif Joarder  
Account Manager

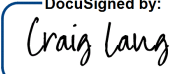


Appendix B

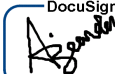
Client authorizes Orbund to share information which may include Personal Identifiable Information and or Credit Card and or other financial information with other third-party organizations. Below is a list of third-party organizations and systems client is authorizing Orbund to share information with

Company	System Name / Purpose
Campus Ivy Inc N \ A	Campus Ivy Financial Aid Processing
TSYS Inc N \ A	Cayan Credit Card Processor

CLIENT

DocuSigned by:  
  
1619EDAA34974EE...  
Name: Craig Lang  
Title: Director of Adult Education

ORBUND

DocuSigned by:  
  
4B6CFDDA2A8D464...  
Arif Joarder  
Account Manager



## AUTHORIZATION FOR ELECTRONIC ACH DEBIT OR CREDIT CARD PAYMENT

This agreement is used to pre-authorize the electronic transfer of funds from your company bank account or credit card to pay for charges agreed to in Orbund Service Agreement. Please notify your company's financial institution of this agreement to ensure proper processing.

### PLEASE INDICATE YOUR CHOICE OF PAYMENT METHOD

☐

Credit card  
(Visa, MasterCard or Discover)

☐

ACH checking account debit  
(Attach voided check)

### YOUR COMPANY INFORMATION

Company Name: Eden Area Regional Occupational Program

Contact Person: Craig Lang

Contact Phone: 510-293-2905

Contact Email: clang@edenrop.org

### ACH DEBIT INFORMATION

Bank Name: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Name on Account: \_\_\_\_\_

Customer Billing Address: \_\_\_\_\_

\_\_\_\_\_

### CREDIT CARD INFORMATION

Cardholder Name: Craig Lang

Billing Address: 26316 Hesperian Blvd

Hayward CA 94545

Card Type: ☒ Visa ☐ MasterCard ☐ Discover

☐ American Express

Card Number: 4988 6591 4157 4658

CVV2 (last 3 digits located on back of cr.card) 547

Expiration Date: 06 / 2021

By signing this form, I, on behalf of the company identified above ("Company"), authorize Orbund LLC (and its successors and assigns) or any of the existing or future companies for which Orbund LLC is the parent company to debit from the Company's bank account, as referenced above, payment for all invoices of any type relating to any services provided to the Company by Orbund LLC (and its successors and assigns) or any of the existing or future companies for which Orbund LLC is the parent company. This authorization is effective for the Company executing this authorization as well as its successors and assigns. This authorization will remain in full force and effect until Orbund LLC receives written notification from me, or an authorized person, of its termination in such time and such manner as to afford Orbund LLC and the bank a reasonable opportunity to discontinue the debit. (Any requests for termination should be mailed to the address provided below.) I certify that all information above is complete and accurate. I have authority to sign this Agreement on behalf of the Company.

Printed Name: Craig Lang

Title: Director of Adult Education

Authorized Signature: \_\_\_\_\_

DocuSigned by:  
Craig Lang  
1619EDAA34974EE...

Phone #: 510-293-2905

Date: 7/16/2019

### NOTE OF ADDITIONS, CHANGES OR DELETIONS TO AUTOMATIC DEBIT INFORMATION

Any changes to account information will be effective following a 2-week processing period.