

GOVERNING BOARD MEETING AGENDA

Thursday, August 1, 2019

5:45 pm

Location:

26316 Hesperian Blvd
Hayward, CA 94545

Website:

www.edenrop.org

Phone Numbers:

(510) 293-2971
Fax (510) 293-8225



Governing Board Members

Peter Oshinski, President
Marilyn Stewart, Vice President
Jo A.S. Loss, Member
Dr. Robert Carlson, Member

San Leandro Unified School District
San Lorenzo Unified School District
Castro Valley Unified School District
Hayward Unified School District

Mission Statement

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



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

Date: Thursday, August 1, 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.

Page 2 – Agenda for the August 1, 2019 Regular Meeting of the ROP Governing Board

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of June 7, 2019 (pages 4-9)
- B. Request the Governing Board to approve the Bill Warrants (pages 10-19)
- C. Request the Governing Board to approve the Personnel Action Items (pages 20-22)
- D. Request the Governing Board to approve the Listed Donations-R/GA Media Group, Inc (page 23)
- E. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 24-25)
- F. Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2019-2020 School Year (pages 26-28)
- G. Request the Governing Board to approve the Agreement with Atkinson, Andelson, Loya, Ruud and Romo (AALRR) for Legal Services for the 2019-2020 School Year (pages 29-35)
- H. Request the Governing Board to approve the Agreement with Dannis Woliver Kelley (DWK) for Professional Services for the for the 2019-2020 School Year (pages 36-39)
- I. Request the Governing Board to approve the MOU with San Lorenzo Unified School District for Student Transportation for the 2019-2020 School Year (pages 40-42)
- J. Request the Governing Board to approve the Agreement with Castro Valley Unified School District for San Lorenzo Unified School District Student Transportation for the 2019-2020 School Year (pages 43-45)
- K. Request the Governing Board to approve the Agreement with Michael's Transportation Service, Inc for San Lorenzo Unified School District Student Transportation for the 2019-2020 School Year (pages 46-52)
- L. Request the Governing Board to approve the Agreement with Lisa Barker to Provide Mentor Teacher Support for an Electrical Program Instructor for the 2019-2020 School Year (pages 53-59)
- M. Request the Governing Board to approve the Contract with Chabot College for Employment Coordination and Job Development Services to the Chabot RISE Program for the 2019-2020 School Year (pages 60-67)
- N. Request the Governing Board to approve the Contract with Chabot College for Work Based Learning Services, College Credit and Dual Enrollment Services for the 2019-2020 School Year (pages 68-72)
- O. Request the Governing Board to approve the Contract with Ryland School Business Consulting to Provide Financial and Business Office Services for the 2019-2020 School Year (pages 73-74)

VII. Action items

Open Public Hearing for the Adoption of the Recommended Textbooks for the 2019-2020 School Year

Close Public Hearing

- A. Request the Governing Board to approve the adoption of the Recommended Textbooks for the 2019-2020 School Year (page 75)
- 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 (pages 76-82)
- C. Request the Governing Board to approve the Public Disclosure of the Eden Area ROP Employees' Agreement for the 2019-2020 Salary Increases (pages 83-101)
- D. Request the Governing Board to approve the Revised Salary Schedules (pages 102-112)
- E. Request the Governing Board to approve the Employee Performance Evaluation & Observation Forms (pages 113-159)
- 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 (pages 160-218)
- 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 (pages 219-224)
- 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 (pages 225-234)

VIII. Superintendent's Report

IX. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

X. Recess to Closed Session

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

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

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

XII. Adjournment

Consent Calendar





**Minutes of the Regular Meeting of the ROP Governing Board
June 7, 2019**

I. Call to Order

Trustee Peter Oshinski, President, called the meeting to order at 5:00 p.m. on Thursday, June 7, 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

Superintendent: Linda Granger- present

ROP Administrators in Attendance:

Craig Lang	Director of Adult Programs
Bernie Phelan	Director of Educational Services
Lauren Kelly	Assistant Director of Educational Services
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 Robert Carlson, seconded the motion. By the following vote the agenda was approved.

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

VI. Consent Calendar

Trustee Robert Carlson moved to approve the Consent Calendar items as follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of May 2, 2019
- B. Approve the Bill Warrants
- C. Approve the Personnel Action Items
- D. Approve the Revised Agreement with Fresno County Office of Education for Direct Support Professional Training for the 2018-2019 School Year
- E. Approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2019-2020 School Year
- F. Approve the Agreement with Cindy Christovale for Direct Support Professional Training for the 2019-2020 School Year
- G. Approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2019-2020 School Year
- H. Approve the Agreement with Fresno County Office of Education for Direct Support Professional Training for the 2019-2020 School Year
- I. Approve the Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2019-2020 School Year
- J. Approve the Agreement with Del Conte Landscaping, Inc for Landscaping for the 2019-2020 School Year
- K. Approve the Agreement with Elearning Experts for Moodle Services for the 2019-2020 School Year
- L. Approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2019-2020 School Year
- M. Approve the Contract with Professional Charter Services for Sophomore Tour Transportation for the 2019-2020 School Year
- N. Approve the MOU with Alameda County Office of Education Network for Access Plus Service for the 2019-2020 School Year
- O. Approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2019-2020 School Year
- P. Approve the MOU with the Hayward Unified School District for Student Transportation for the 2019-2020 School Year

Trustee Marilyn Stewart seconded the motion.

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

VII. Information Items

A. The Superintendent's Evaluation Timeline

Linda Granger, Superintendent, shared the Superintendent's evaluation timeline for the 2019-2020 school year.

VIII. Action Items

Open Public Hearing for the Eden Area ROP Adopted Budget for the 2019-2020 Fiscal Year

Trustee Peter Oshinski opened the public hearing at 5:02 p.m. for the Eden Area ROP adopted budget for the 2019-2020 fiscal year to recognize the ROP funds and the use of them in 2019-2020. The Board solicited comments from the public on the budget. No one from the public responded and thus the public hearing was closed.

Close Public Hearing

The public hearing was closed at 5:03 p.m.

A. Request the Governing Board to approve the Adopted Budget for the 2019-2020 Fiscal 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 Adopted Budget for the 2019-2020 fiscal year.

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

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

Trustee Peter Oshinski opened the public hearing at 5:19 p.m. for the Eden Area ROP adoption of the recommended textbook for the 2019-2020 school year. The Board solicited comments from the public on the adoption of textbooks. No one from the public responded and thus the public hearing was closed.

Close Public Hearing

The public hearing was closed at 5:19 p.m.

B. 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 Robert Carlson, the Governing Board approved the adoption of the recommended textbook for the 2019-2020 school year.

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

C. Request the Governing Board to approve the 2019-2020 High School Student Calendar

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Jo A.S. Loss, the Governing Board approved the 2019-2020 high school student calendar.

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

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

The Eden Area ROP Board meetings are held every first Thursday of the month at 5:45 pm, with the exception of July and January where no meetings are held. The Superintendent discussed with the Board scheduling conflicts in October, December and June for the 2019-2020 regular Board meetings schedule. She provided several options for the Board to select from to resolve each conflict.

The Board discussed and chose to change the meeting dates for October, December and June to the following:

- Wednesday, October 2, 2019 at 5:45 pm
- Monday, December 9, 2019 at 5:45 pm
- Friday, June 5, 2020 at 4:00 pm

Upon review of and a motion by Trustee Jo A.S. Loss and a second by Trustee Marilyn Stewart, the Governing Board approved the calendar of Governing Board meetings for the 2019-2020 school year with the noted changes to the October, December and June meetings.

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

IX. Superintendent's Report

Linda Granger reported that a few years ago the State started focusing on industry-recognized certifications being used as a measure of being career ready. ROP staff embarked on being certified to become a test site for the National Certified Clinical Medical Assistant exam. This year was the first time that ROP administered the test. Nine ROP students passed the exam and six students missed five points or fewer to pass. The test is voluntary and costs \$155. Trustee Jo A.S. Loss suggested looking for businesses or organizations willing to assist students to cover the cost.

Ms. Granger highlighted that ROP continues to receive a-g approvals and provided the board with a list of all approvals.

X. Communications

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

A letter from ACOE was received acknowledging the positive certification of the Second Interim.

XI. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Jo A.S. Loss, Castro Valley USD representative, shared that CVUSD presented their annual report to the Municipal Advisory Council (MAP). Members of MAP voiced concerns about the decrease in a skilled workforce. CVUSD Superintendent Parvin and Trustee Loss shared with MAP that ROP provides CTE and that the programs provide a-g credit. Linda happily offered to tour members of the council.

Marilyn Stewart, San Lorenzo USD representative, thanked Linda for her presentation to the SLZUSD board about ROP and CTE. She said the presentation was well done.

Peter Oshinski, San Leandro USD representative, congratulated the ROP on another successful year. He really appreciates what ROP does and the way staff is changing lives.

XII. Recess to Closed Session

The meeting was called into closed session at 5:49 pm

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

B. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6) Designated Representative: Marites Fermin, Unrepresented employees

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

The meeting resumed to open session at 6:00 p.m.

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

No action was taken in closed session.

B. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6) Designated Representative: Marites Fermin, Unrepresented employees

Upon review of and a motion by Trustee Marilyn Stewart and a second by Trustee Robert Carlson, the Governing Board approved the 3% pay increase for all employees for the 2019-2020 school year.

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

XIV. Adjournment

Upon a motion by Trustee Robert Carlson and a second by Trustee Marilyn Stewart, the Governing Board adjourned the meeting at 6:01 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: August 1, 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

The bill warrants submitted for approval are for the period of May 22, 2019 through July 9, 2019 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: August 1, 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

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

CONSENT CALENDAR



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Lauren Kelly, Assistant Director of Educational Services
SUBJECT: Request the Governing Board to approve the Listed Donations-R/GA Media Group, Inc.

CURRENT SITUATION

Occasionally, gifts or monetary items are donated to the Eden Area ROP. R/GA Media Group, Inc. donated 18 Samsung computer monitors and a box of assorted cables and peripherals with an estimated worth of \$1350. These monitors will be used across the EAROP campus in office spaces.

A letter of acceptance will be sent to the donor.

CONSENT CALENDAR



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions

BACKGROUND

Education Code 35186 (d) requires the following:

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

CURRENT SITUATION

Attached is a report for the complaints and resolutions through July 1, 2019 as specified by Education Code 35186 (d).

CONSENT CALENDAR

Quarterly Report on Williams Act Complaints

[Education Code 35186 (d)]

Report through: July 1, 2019

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

Quarterly Report Submission (check one)→

Date: July 1, 2019

- ☐ January 2019
☐ April 2019
☒ July 2019
☐ October 2019

Date for information to be reported publicly at the Governing Board meeting: August 1, 2019

Please check the box that applies:

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

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

Publicly reported at the Governing Board meeting on: August 1, 2019

Linda Granger, Superintendent



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2019-2020 School Year

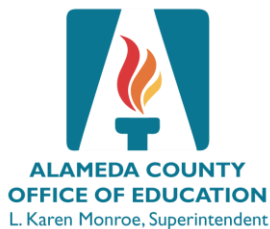
BACKGROUND

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

CURRENT SITUATION

The attached agreement between the Eden Area ROP and the Alameda County Office of Education is for pick-up and delivery services from July 1, 2019 through June 30, 2020.

CONSENT CALENDAR



2019/2020

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

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

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

The cost of providing the service is **\$ 3,807.78** for **2019/2020** with payment in full to be made upon billing by the COUNTY OFFICE. The charge may be increased or decreased should operating costs exceed or fall below the projections; however, all districts involved would receive their pro-rated share of the increased costs or cost reductions.

The term of this contract is from **July 1, 2019** through **June 30, 2020**.

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

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

26316 Hesperian Blvd, Hayward, CA 94545

The contact person at the delivery site will be:

Marites Fermin/510-293-2900

The COUNTY OFFICE will:

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

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

The DISTRICT will:

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

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

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

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

Eden ROP

Alameda County

State of California

Authorized Agent

Date: _____

Raul A. Parungao

Associate Superintendent of Business Services

Alameda County Office of Education

for Alameda County Office of Education

Date: _____



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Atkinson, Andelson, Loya, Ruud and Romo (AALRR) for Legal Services for the 2019-2020 School Year

BACKGROUND

For the past few years Atkinson, Andelson, Loya, Ruud and Romo has provided necessary legal services for the Eden Area ROP.

CURRENT SITUATION

The attached is a copy of the Attorney Representation Agreement between Atkinson, Andelson, Loya, Ruud and Romo and the Eden Area ROP through June 30, 2020.

CONSENT CALENDAR

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (“Agreement”) is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the “Law Firm” and, EDEN AREA ROP, hereinafter referred to as “ROP.”

II. PURPOSE

The ROP desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the ROP’s behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

ROP agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	\$315.00
Partners/Senior Counsel	\$290.00
Senior Associates	\$280.00
Associates	\$270.00
Non-Legal Consultants	\$230.00
Senior Paralegals/Law Clerks	\$205.00
Paralegals/Legal Assistants	\$195.00

2. Fixed Fee Services

ROP agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	\$5,000
A half day of training (up to 4 hours)	\$4,000

A two hour training \$3,000

A one hour training \$2,000

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the ROP agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the ROP of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. Costs and Expenses

In addition to the fees described above, the ROP agrees to pay a five percent (5%) “administrative fee” calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the ROP. This administrative fee is in lieu of charging the ROP for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm’s representation of ROP are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the ROP; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the ROP with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

If the Law Firm retains, with authorization from the ROP, experts or outside consultants for the benefit of the ROP, rather than the ROP contracting directly with any expert or outside consultant, the ROP agrees to pay a five percent (5%) “consultant processing fee” in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the ROP. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the ROP on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement,

will be due to the Law Firm from the ROP by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the ROP in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.

3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour).

4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the ROP or while providing legal services at the ROP, it may be necessary for the Law Firm to provide billable services to other clients.

5. ROP agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the ROP's receipt thereof shall be deemed to signify the ROP's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the ROP on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of the ROP to perform any of the ROP's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;

4. Upon a failure of the ROP to perform any of the ROP's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the ROP.

In the event that the Law Firm ceases to perform services for the ROP on a matter, the ROP agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs

advanced, and retrieve all of its files, signing a receipt therefor. Further, the ROP agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the ROP will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Consent to Joint Representation

The ROP acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The ROP acknowledges that it is often in the best interest of the ROP for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the ROP hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation

The ROP agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the ROP, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the ROP.

F. Services performed by Law Firm-provided Non-legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the ROP's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the ROP provide its informed written consent to this arrangement to prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The ROP is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the ROP outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the ROP periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the ROP with daily legal concerns. The Law Firm will send those and other additional service notices to the ROP via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the ROP and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Identification of Insurance Coverage

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Law Firm to that effect will be required.

I. Miscellaneous

1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the ROP.

3. After a file on a matter is closed, the ROP has a right to request the Law Firm to return the file to the ROP. Absent such a request, the Law Firm shall retain the file on the ROP's behalf.

IV. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

V. DURATION


This Agreement shall commence July 1, 2019 and terminate on June 30, 2020 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the ROP up to a maximum of five (5) years duration per Education Code section 17596.

Either the ROP or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

Dated: May 24, 2019

By: 
Todd A. Goluba

"ROP"

EDEN AREA ROP

Dated: _____

By: _____
Linda Granger, Superintendent



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Dannis Woliver Kelley (DWK) for Professional Services for the 2019-2020 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the Agreement for professional services with Dannis Woliver Kelley (DWK) and the Eden Area ROP through June 30, 2020.

CONSENT CALENDAR



DANNIS WOLIVER KELLEY

Attorneys at Law

ROMAN J. MUÑOZ

Attorney at Law

rmunoz@DWKesq.com

Sacramento

July 1, 2019

VIA E-MAIL

Linda Granger
Superintendent
Eden Area Regional Occupation Program
26316 Hesperian Blvd
Hayward, CA 94545

Re: 2019-20 Agreement for Professional Services

Dear Superintendent Granger:

Thank you for the opportunity to provide legal advice and counseling services to the Eden Area Regional Occupation Program. It has been our honor for over four decades to be vital, participating partners with California school and community college districts in their mission to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. We understand the vital role our services play in the important job you do.

Attached is our Agreement for Professional Services for 2019-20. The billing ranges have been adjusted, so the rates for some individuals who perform work on your matters may increase as a result. We will continue to offer Eden ROP efficient and prompt service and the highest quality legal advice and counsel you have come to expect.

We look forward to serving Eden ROP in the coming school year and continuing our mutually rewarding partnership. Please sign the Agreement, insert the date of Board approval, and return to our office.

Best regards,

DANNIS WOLIVER KELLEY



Roman J. Muñoz
RJM:bdb
Enclosures

SAN FRANCISCO
275 Battery Street
Suite 1150
San Francisco, CA 94111
TEL 415.543.4111
FAX 415.543.4384

LONG BEACH
115 Pine Avenue
Suite 500
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO
750 B Street
Suite 2310
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

SAN RAFAEL
4040 Civic Center Drive
Suite 200
San Rafael, CA 94903
TEL 415.543.4111
FAX 415.543.4384

CHICO
2485 Notre Dame Boulevard
Suite 370-A
Chico, CA 95928
TEL 530.343.3334
FAX 530.924.4784

SACRAMENTO
555 Capitol Mall
Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039

SAN LUIS OBISPO
1065 Higuera Street
Suite 301
San Luis Obispo, CA 93401
TEL 805.980.7900
FAX 916.978.4039

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on June 28, 2019, by and between the Eden Area Regional Occupation Program, hereinafter referred to as Client, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, Client and Attorney agree as follows:

SCOPE OF SERVICES. Client appoints Attorney to represent, advise, and counsel it from July 1, 2019, through and including June 30, 2020, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, Client agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) per hour for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be three hundred eighty dollars (\$380) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of Client, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, Client shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. Client further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. Client agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of Client or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

Client further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees

and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of Client and Attorney, Client may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide Client officials and/or employees with food or meals at Attorney-sponsored trainings or when working with Client officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the Client under this Agreement.

BILLING STATEMENT. Attorney shall send Client a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon Client office's request for additional statement information, Attorney shall provide a bill to Client no later than ten (10) days following the request. Client is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. Client shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

CONFLICT OF INTEREST. Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any conflicts of interest, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to Client. If Client has any question about whether Attorney has a conflict of interest in its representation of Client in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. Client or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

EDEN AREA REGIONAL OCCUPATION PROGRAM

Linda Granger
Superintendent

Date

DANNIS WOLIVER KELLEY

Roman J. Muñoz
Attorney at Law

June 28, 2019
Date

At its public meeting of _____, 2019, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the MOU with San Lorenzo Unified School District for Student Transportation for the 2019-2020 School Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services for students with the participating districts. When districts are unable to meet the bussing needs for center programs, we contract with outside venders for bussing services.

CURRENT SITUATION

The MOU with San Lorenzo Unified School District provides daily transportation to and from the ROP Center and San Lorenzo Unified School District high schools for the 2019-2020 school year.

CONSENT CALENDAR



San Lorenzo Unified School District

BOARD OF EDUCATION
Penny Peck, President
Kyla Sinegal, Vice President/Clerk
Juan Campos
Samuel Medina
Marilyn Stewart

SUPERINTENDENT (Interim)
Bruce Harter, Ph.D.

ASSISTANT SUPERINTENDENT
Barbara DeBarger, Educational Services
Madeline Gabel, Business Services
Belen Magers, Human Resources

Memorandum of Understanding Between Eden Area Regional Occupational Program And San Lorenzo Unified School District

This Memorandum of Understanding dated June 25, 2019 ("MOU") is made between San Lorenzo Unified School District, a public school district in the County of Alameda, State of California ("District"), and Eden Area Regional Occupational Program (ROP) ("Eden Area ROP").

Recitals

- A. Whereas, District and Eden Area ROP agree the District will provide transportation services of one bus to District students at Arroyo High School attending Eden Area ROP, as defined in the Agreement;

Now therefore, District and Eden Area ROP (collectively, "Parties"), hereby agree as follows:

COST

The annual cost of transportation services under this Agreement shall be One Hundred Two Thousand Two Hundred Fifty Five (\$102,255). Eden Area ROP shall be responsible to pay the District the total sum of these costs, to be paid in ten (10) equal monthly payments of \$10,225.50 per month. Said amount shall be prorated in the event that the District elects to delay the commencement date of the term as set forth herein. The District shall provide periodic invoices to Eden Area ROP for all amounts due hereunder. Eden Area ROP shall pay any such invoice within thirty (30) days after receipt thereof.

TERMS: CONFLICT

The term of this Agreement is from August 14, 2019, through May 29, 2020, provided that the District may delay the commencement date of the term in the event that the District is unable to secure bus drivers necessary to perform District's obligations under this Agreement, as determined by the District in its sole discretion. Notwithstanding anything stated to the contrary in this Agreement, the District shall be excused from performance under this Agreement, and shall not be deemed to be in breach hereof, during any period of time when the District is unable to secure such drivers.

All other terms and conditions contained in the Agreement shall remain in full force and effect and this Addendum shall not affect any provisions of the Agreement, except as otherwise set forth herein. In the event there is conflicting language between the Agreement and this Addendum, this Addendum shall prevail.

MISCELLANEOUS TERMS

- A. **Counterparts.** This Addendum may be executed in counterparts and a facsimile signature shall be sufficient to bind each party.
- B. **Definitions.** All terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- C. **Entire Agreement.** The Agreement, together with this Addendum, constitutes the entire agreement between District and Eden Area ROP related to the rights herein granted and the obligations herein created.
- D. **Warranty of Authority.** Each of the persons signing this Addendum represents and warrants that such person has been duly authorized to sign this Addendum on behalf of the party indicated, and each of the parties by signing this Addendum warrants and represents that such party is legally authorized and entitled to enter into this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum, through their respective officers or representatives duly authorized, as of the day and year first above written.

District:

San Lorenzo Unified School District

By:  _____

Assistant Superintendent,
Business Services

Date: 06/25/19

Eden Area ROP:

Eden Area Regional Occupational Program

By: _____

Printed Name and Title

Date: _____



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Castro Valley Unified School District for San Lorenzo Unified School District Student Transportation for the 2019-2020 School Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services for students with the participating districts. When districts are unable to meet the bussing needs for center programs, we contract with outside vendors for bussing services.

CURRENT SITUATION

The volume of students from San Lorenzo Unified School District is greater than their capacity to provide transportation for the 2019-2020 school year. The agreement with Castro Valley Unified School District provides daily transportation to and from the ROP Center and San Lorenzo Unified School District high schools for the morning classes for the 2019-2020 school year.

CONSENT CALENDAR

CASTRO VALLEY UNIFIED SCHOOL DISTRICT

**4400 Alma Avenue
Castro Valley, CA 94546**

TRANSPORTATION AGREEMENT FOR 2019-2020

This is an agreement between the Castro Valley Unified School District (CVUSD) and Eden Area Regional Occupational Program (ROP) for the provision of transportation services between San Lorenzo High School and the Eden Area Regional Occupational Center.

CVUSD agrees to provide bus transportation for up to 52 students from approximately August, 14 2019 through May, 29 2020. The cost will be \$8.35.50 per mile at approximately 47 miles per day for 180 days, bringing the total approximate cost to \$70,683.30

Payments will be made at the end of each school quarter upon presentation of an invoice from CVUSD for actual days and mileage.

SCOPE OF AGREEMENT

CVUSD shall furnish transportation by California Highway Patrol approved buses for Eden Area ROP students to and from agreed upon routes and on agreed upon calendar days.

PERMITS AND LICENSES

CVUSD shall secure and maintain valid permits and licenses and certifications that are required by law for the execution of this agreement.

INSURANCE

CVUSD shall maintain insurance and workers compensation coverage as required by current laws and regulations. CVUSD shall maintain insurance that includes and names the Eden Area ROP and its Governing Board and employees, and indemnifies them from any claims or damage to property sustained by any person, firm or corporation caused by any neglect, default or omission of CVUSD and its employees in connection with performance under this agreement.

SAFETY PROGRAM

CVUSD shall observe all requirements of the California laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of students transported for the Eden Area ROP.

DRIVER QUALIFICATIONS

CVUSD agrees to assign for each vehicle qualified drivers who are employed, trained and licensed in accordance with the California rules and regulations governing the operation of school transportation vehicles.

ACCIDENT REPORTS

CVUSD shall be required to provide accident reports as required by law within the prescribed timeline. In the event of serious injury or death, CVUSD will notify the Eden Area ROP immediately.

EQUIPMENT REQUIREMENTS

Vehicle equipment and services covered by this agreement must comply with applicable laws and regulations.

PUPIL MANAGEMENT

Bus drivers have the responsibility for maintaining proper student behavior on their buses.

PAYMENT FOR SERVICES

Invoices from CVUSD shall be submitted at the end of each quarter noting the number of days driven during the previous quarter.

TERMINATION OF SERVICES

Either party may terminate this agreement by providing the other party with a 30-day written notice of intent to discontinue.

Signed:

Date:

Eden Area Regional Occupational Program

Signed:



Castro Valley Unified School District

Date:

7/3/19



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Michael's Transportation Service, Inc. for San Lorenzo Unified School District Student Transportation for the 2019-2020 School Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services for students with the participating districts. When districts are unable to meet the bussing needs for center programs, we contract with outside vendors for bussing services.

CURRENT SITUATION

The volume of students from San Lorenzo Unified School District is greater than their capacity to provide transportation for the 2019-2020 school year. The agreement with Michael's Transportation Service, Inc provides daily transportation to and from the ROP Center and San Lorenzo and Royal Sunset High Schools for the 2019-2020 school year.

CONSENT CALENDAR

AGREEMENT FOR THE TRANSPORTATION OF PASSENGERS

THIS AGREEMENT is made and entered into this 18th day of June, 2019, by and between, Eden Area ROP, whose principal office is located at 26316 Hesperian Blvd., Hayward, CA 94545 ("Customer") and MICHAEL'S TRANSPORTATION SERVICE, INC. (MTS), a California corporation whose principal office is located at 140 Yolano Drive, Vallejo, California 94589 ("Contractor").

RECITALS

WHEREAS, Customer requires the services of Contractor to transport children, Monday through Friday;

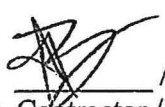
WHEREAS, Contractor desires to provide said services in a safe, consistent, and timely manner; and

WHEREAS, the parties hereto wish to provide the terms and conditions under which Contractor will provide the services to Customer.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, Customer and Contractor intending to be legally bound, covenant and agree as follows:

AGREEMENT

1. Services. Contractor shall furnish, operate, and maintain, for the benefit of Customer, one (1) school bus of sufficient size to transport passengers, Monday through Friday as set forth below in Section 2. Contractor shall pick up the passengers at pre-arranged stops at San Lorenzo HS, Royal Sunset HS and transport to Eden Area ROP in Hayward, CA 94545.
2. Term. This agreement ("Agreement") shall be effective on the date first written above, and the services shall commence on or about August 14, 2019, and terminate at the conclusion of services on or about May 29, 2020. The agreement may be renewed thereafter by mutual written agreement. Sections 9, 10 and 13 shall survive the termination of this Agreement for three years.
3. Fees. Customer agrees to pay Contractor \$995.00 per bus per day for an AM, Mid Day, & PM, plus an additional pick up at Arroyo High School; Price does not include any field trips/activity trips.
4. Cancellation Policy. If Customer cancels a daily run more than 24 hours in advance, there will be no fee. If Customer cancels less than 24 hours in advance, there may be a fee of up to 50% of the total charge. If a daily run is cancelled on the spot, the Customers are subject to a fee of up to 100% of the total charge.

Initials:  / _____
Contractor / Customer

4. Permits and Licenses. Contractor, its employees, agents and assigns shall secure and maintain valid permits and licenses as required by state and federal law to operate commercial vehicles used in the transportation of children.
5. Safety Program. Contractor shall provide regular and continuous formal safety instructions for all operating personnel assigned to perform services under this Agreement.
6. Insurance. During the term of the Agreement, Contractor shall maintain vehicle and general commercial liability insurance in the amount set forth below and shall furnish certificates of insurance for each policy for liability coverage and Worker's Compensation coverage within fifteen (15) days of the effective date of this Agreement. These certificates shall provide a thirty (30) day prior notice period of cancellation which shall be given to Customer immediately upon receipt thereof by Contractor. Contractor shall notify Customer promptly and shall provide appropriate certificates to Customer following the placement of new or renewed coverage.

Contractor shall maintain general commercial liability insurance with a combined single limit of five million dollars (\$5,000,000) per occurrence and not less than five million dollars in the aggregate (\$5,000,000). During the term of this Agreement, Contractor shall add as additional insureds to this policy Customer, its Board of Directors, officers, agents and employees for the coverage of any claims for damages for personal injury or death, and from damage to property, which may arise from the operations of services of Contractor under this Agreement. Contractor shall maintain Workers Compensation Insurance as required by state law, and Contractor shall be solely responsible for any claims of its employees which may arise from the services provided under this Agreement.

7. Independent Contractor. Michael's Transportation is an independent contractor of Customer. Neither party, nor any of its employees, consultants, contractors or agents are employees, consultants, contractors, agents or joint ventures of the other. Neither party has any authority whatsoever to bind the other party by contract or otherwise. Contractor shall not use, and shall not permit any employee or subcontractor to use, any title or reference to Customer which states or suggests that such person is a partner, officer or employee of Customer.
8. Assignments or Subcontracting. Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties or obligations under this Agreement without the prior written consent of Customer which shall not be unreasonably withheld.
9. Indemnification of Customer. Contractor shall hold harmless and indemnify Customer, its Board of Directors, officers, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or in connection with,

either directly or indirectly, any act or omission of Contractor and its employees, subcontractors and/or agents in the performance of any Services under this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Contractor or of any employee, agent or subcontractor in relation to this Agreement.

10. Indemnification of Contractor. Customer shall hold harmless and indemnify Contractor, its Board of Directors, officers, contractors, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, any act or omission of Customer and its employees, subcontractors and/or agents in relation to this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Customer or of any employee, agent or subcontractor in relation to this Agreement.
11. Attorneys' Fees. The parties hereto agree and acknowledge that in the event that any party hereto shall institute any action or proceeding to enforce any rights granted under this Agreement, the prevailing party in such action or proceeding shall be entitled, in addition to any other relief granted by the Court or other applicable body, to such reasonable attorneys' fees and costs as may be awarded.
12. Force Majeure. The obligations of the parties to each perform its obligations as set forth hereunder, shall be suspended to the extent necessary when such performance is unavoidably delayed or prevented because of acts of God, extreme traffic or weather-related delays, government actions, terrorist acts or any other cause beyond the control of the party from which the performance is due.
13. Notices. Any notice which any party desires or is obligated to give another, as provided herein, shall be given in writing and shall be deemed given and effective (i) when delivered personally or by facsimile, or (ii) when received if sent by overnight express or mailed by certified, registered or regular mail, postage prepaid, addressed to a party at its address first stated above, or to such other address as such party may designate by written notice in accordance with the provisions of this Section. E-mail notice may be considered written notice if receipt of such notice is confirmed by reply e-mail. Each party shall provide prompt written notice of an address change or specific mailing instructions not in conformance with the addresses above.
14. Venue. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the California state courts in and for Solano County.
15. Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and


supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

16. Severability. If any provision of this Agreement is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.
17. Waiver. Any agreement on the part of a party to any extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by one party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.
18. Termination and Dispute. Either party may terminate this Agreement for material breach, after giving the other party thirty (30) day's written Notice to Cure.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Michael's Transportation
A California Corporation

Eden Area ROP

By: 
Print Name: April J. Brown
Title: Chief Operating Officer
Date: 6/18/19

By: _____
Print Name: _____
Title: _____
Date: _____

Initials:  Contractor / Customer

Purchasing/Accounts Receivable Technician Eden Area ROP
(510) 293-2912

-----Original Message-----

From: Diana Engel-Holmes

Sent: Monday, June 17, 2019 2:06 PM

To: Diana Engel-Holmes <dholmes@edenrop.org>

Subject: Kyocera: scanned document

Hello Diana Engel-Holmes,

See the attachment for your scanned document.

Your Kyocera Copier,

Please contact the administrator at rremley@edenrop.org in case of further requests

Diana Engel-Holmes

From: April J. Brown <aprilb@bustransportation.com>
Sent: Tuesday, June 18, 2019 3:14 PM
To: Diana Engel-Holmes
Cc: Marites Fermin; Gabriela Juarez; Tammy K
Subject: RE: Eden Area ROP School Calendar Year for 2019-20 - Transportation Contract
Attachments: Eden Area ROP.2019.2020.pdf

Diana -

Attached is the 2019/2020 Transportation Agreement. We look forward to serving your schools again. Please review and countersign and return to my attention

Our Best,

April

April J. Brown
Chief Operating Officer
Michael's Transportation Service, Inc. – An Employee Owned Company since 2009
MTS Training Academy, Inc.
140 Yolano Drive | Vallejo, CA 94589
MAIN: (707) 643-2099
DIRECT: (707) 674-6013
FAX: (707) 643-4454

-----Original Message-----

From: Diana Engel-Holmes <dholmes@edenrop.org>
Sent: Monday, June 17, 2019 2:22 PM
To: April J. Brown <aprilb@bustransportation.com>
Cc: Marites Fermin <mfermin@edenrop.org>; Gabriela Juarez <gjuarez@edenrop.org>
Subject: Eden Area ROP School Calendar Year for 2019-20 - Transportation Contract
Importance: High

Good Afternoon April,

Please see attached Eden Area ROP's school calendar for this coming school year 2019-20. Please apply these days to your proposal transportation contract. We are looking forward to doing business with you in this next coming school year.

Best Regards,

Diana Engel-Holmes



DATE: August 1, 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 Agreement with Lisa Barker to Provide Mentor Teacher Support for an Electrical Program Instructor for the 2019-2020 School Year

BACKGROUND

The Eden Area ROP acquired the Construction Craft Training Center (CCTC) in 2016. Prior to joining the Eden Area ROP, the rules governing CCTC did not require teachers to obtain a CTE credential. As part of our credentialing process, new teachers are required to have a mentor teacher.

CURRENT SITUATION

Lisa Barker will provide mentor teacher support an Electrical Program instructor leading to the completion of their CTE credential. Ms. Barker holds the credentials required to serve as a mentor teacher and will meet with the instructor in person as well as provide ongoing support via email and by phone. Ms. Barker will work closely with the Director of Adult Programs to track the instructor's progress and timeline towards completing all requirements for the CTE credential.

CONSENT CALENDAR

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-

Lisa Barker
(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:
 - Serve as a Mentor Teacher for Turlock instructor, Todd Daugherty, to complete the CTE credential process by June 30, 2020.
 - Follow the LA County Office of Education (LACOE) Mentor Role and Responsibility procedures.
 - Meet all required deadlines for the LA County Office of Education (LACOE) CTE credential program.
 - Work with the Director of Adult Programs (via email, phone and in-person) to ensure teacher participant is on track with CTE course objectives and goals.

Term of Agreement

2. The term of this Agreement will remain in full force and effect until **September 1, 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 \$125 per month pro-rated for 10 months (September 1, 2019 – June 30, 2020) for a total of \$1,250. Days worked will be mutually agreed upon by both parties and noted on the Mentor Roles and Responsibilities Contact Log.
5. This compensation will be payable upon completion of the agreed to services in two installments: 1) 7 months (\$875) due on March 31, 2020 and 2) 3 months (\$375) due on June 30, 2020.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. Customer (Eden Area ROP) will pay in advance for required/mandated training, conference, etc. including out of pocket expenses such as lodging and transportation. – N/A

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

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

b. Lisa Barker

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Enurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

27. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws

of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

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

Waiver

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

Additional Provisions

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

SIGNATURES

Lisa Barker

Date

Craig Lang
Director of Adult Programs
Eden Area ROP

Date



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Evan Goldberg, Grant Coordinator
SUBJECT: Request the Governing Board to approve the Contract with Chabot College for Employment Coordination and Job Development Services to the Chabot RISE Program for the 2019-2020 School Year

BACKGROUND

This past year, Chabot College sought to partner with the Eden Area ROP as part of their California Community Colleges Chancellor's Office proposal for Currently and Formerly Incarcerated Students Reentry or (RISE) Program. The proposal was successful. This contract codifies our agreements in working together.

CURRENT SITUATION

Chabot College is contracting with the Eden Area ROP for work employment coordination and job development services for the current school year. Jayne Salinger will provide services on job preparation and employment, in line with the RISE proposal for 35 reentry students over the upcoming year.

Fiscal Impact: The Eden Area ROP will receive up to \$15,000 for Jayne Salinger's salary, benefits and employer costs.

CONSENT CALENDAR

Chabot-Las Positas Community College District

Contract for Services

This is a contract for professional services between the Chabot-Las Positas Community College District ("District") and _____, Independent Contractor ("Contractor"), entered this _____ day of _____, _____.

1. Contractor agrees to perform the following services in his/her capacity:

2. Contractor hereby understands that no employment relationship is established by this contract for services.

3. The Contractor shall provide his/her own Workers' Compensation Insurance and shall properly report all income in accordance with federal and state law (Labor Code § 3700).

4. Contractor shall be in compliance with the Drug Free Workplace Act of 1988.

5. Services shall begin on or about ____ / ____ / _____, and terminate on or before ____ / ____ / _____. Services shall not be assigned nor subcontracted to another party without written consent of the District.

6. District agrees to pay the Contractor the sum of \$ _____, payable as follows, upon receipt of an invoice, if the services performed are satisfactory to the District.

Date	Payment
_____	_____
_____	_____
_____	_____

7. District retains the right to cancel this contract in the event of funding shortage or for any other reason by written notice of not less than 30 calendar days. In such case, Contractor will be paid for services rendered through the date of cancellation only.

8. This contract is not valid until signed and accepted by the Vice Chancellor, Business Services, nor does the District assume any liability for work performed prior to acceptance by the Vice Chancellor, Business Services.

Independent Contractor

Name

Email Address

Phone #

Address

Signature

CLPCCD

_____ Initiating Manager	_____ Date
_____ President	_____ Date
_____ Vice Chancellor, Human Resources	_____ Date
_____ Vice Chancellor, Business Services	_____ Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CHABOT – LAS POSITAS COMMUNITY COLLEGE DISTRICT

Vendor Profile Application

Please type or print.

If you have any questions regarding this form or the application process, please contact the Purchasing Division at (925) 485-5233

Part A: Business Questionnaire

Date: _____

1. Vendor Name: _____

2. Primary Contact:

Name _____

Title _____

Phone(_____)_____-_____-Ext._____

Fax(_____)_____-_____-_____

E-mail Address _____

3. Vendor Category

- ____ Disabled Veteran
____ Minority Owned
____ Small Business
____ Women Owned

4. Type of Business:

- a. ☐ Sole Proprietor (S) ☐ Joint Venture (J)
☐ Partnership (P) ☐ Independent Contractor
☐ Corporation (C), State where firm is incorporated _____

b. Is it a Non-Profit Organization? ☐ Yes ☐ No

If yes provide Tax-Exempt Form

c. Business Start/Incorporation Date ____/____/____

5. Type of Business: Check the one which best describes your company:

- ☐ Broker ☐ Wholesaler ☐ Retailer
☐ Manufacturer
☐ Manufacturer's Rep

Service

- ☐ Architect, Engineer, Construction ☐ Professional ☐ Other

(This information must be supplied. If not, the application will be returned):

6. Federal ID Number _____ - _____ or Social Security Number _____ - _____ - _____

7. Sales Tax Collection

☐ Collect all Sale/Use Tax for Alameda County

- ☐ Collects Selected Taxes
☐ Does not collect Sales Tax
☐ Tax Exempt

California Seller or Use Tax Permit Number _____

Do you supply recycled Products?

☐ Yes

☐ No

Part B: Address Questionnaire

1. General Mailing Address:

Address _____

City _____

State _____ Zip _____ - _____

Contact Name _____

Title _____

Phone (_____) _____ - _____ Ext _____

Fax (_____) _____ - _____

2. Remittance Address:

Address _____

City _____

State _____ Zip _____ - _____

Contact Name _____

Title _____

Phone (_____) _____ - _____ Ext _____

Fax (_____) _____ - _____

Part C: Commodity and Service Codes

Type of commodities or services that your business provides

Part D: Completing and Returning Application

1. Name of Person Completing Form

Name _____

Title _____

Phone (_____) _____ - _____ Ext _____

Fax (_____) _____ - _____

Signature _____

Date _____

2. Return Completed Application to:

Purchasing Department
Chabot – Las Positas CCD
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568
Fax: (925) 485-5271

DO NOT COMPLETE – FOR INTERNAL USE ONLY

Received _____ / _____ / _____

Input _____ / _____ / _____

Vendor No. _____

Received _____ / _____ / _____

Input _____

☐ New

☐ Updated

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
(Print Name) (Title) (Contractor Name)

_____. I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this _____ day of _____, 20____
(City and State)

(Signature)

(Handwritten or Typed Name)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code ' 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code ' 3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

Scope of Work

This scope of work supplements the Contract for Services between Chabot College and Eden Area Regional Occupational Program (EAROP)

Chabot College agrees to compensate EAROP in an amount not to exceed \$15,000 to provide employment coordination and job development work for the Chabot RISE Program and its students. This work will be completed over thirty-five (35) working weeks, starting July 1, 2019. The working weeks may or may not be consecutive, to account for breaks and holidays. This work will be performed by Jayne Williams, Employment Coordinator at EAROP.

Work Tasks:

- Provide five hours of assistance per week to the RISE Program and RISE students
- Provide workshops about resume preparation, interviewing skills, expected on-the-job behavior, and make connections to resources providing appropriate job/interview clothing
- Make connections with employers about potential employment, job shadowing, internship opportunities and industry tours for RISE students
- Receive referrals from the RISE Program Coordinator and OG MACs (group leads) who will screen RISE students for readiness for employment support
- Attend RISE Program staff meetings

Deliverables:

- Meet with at least 25 RISE students per semester to discuss their job and career goals
- Help 30 students find employment
- Conduct at least 4 career workshops
- Connect RISE students with at least 3 hiring, career exploration or industry events
- Provide periodic progress reports



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Evan Goldberg, Grant Coordinator
SUBJECT: Request the Governing Board to approve the Contract with Chabot College for Work Based Learning Services, College Credit and Dual Enrollment Services for the 2019-2020 School Year

BACKGROUND

In July 2015, the Eden Area ROP was awarded a \$5.8 million grant for the California Career Pathways Trust Round 2 grant. Part of this grant included the development of work-based learning systems in both the K-12 and community college systems and the development of early college credit opportunities for high school students.

CURRENT SITUATION

Chabot College is interested in contracting with the Eden Area ROP for work based learning services for the current school year. Jayne Salinger will provide technical assistance on building a work-based learning opportunities at Chabot College.

Chabot College is also interested in contracting with Eden Area ROP for early college credit service for the current school year. Abraham Mendoza will provide technical assistance for Eden Area teachers in navigating the Career and Technical Education Management Application or CATEMA system which facilitates and documents earning college credit in dual enrolled and articulated courses.

This is a continuation of the work that the Board approved the last three years.

Fiscal Impact: The Eden Area ROP will receive up to \$27,000 for Jayne Salinger's and Abraham Mendoza's salaries, benefits and employer costs at .10 FTE.

CONSENT CALENDAR

Chabot-Las Positas Community College District

Contract for Services

This is a contract for professional services between the Chabot-Las Positas Community College District ("District") and EDEN ROP _____, Independent Contractor ("Contractor"), entered this 12 day of August, 2019.

1. Contractor agrees to perform the following services in his/her capacity:

Eden ROP will provide support services: 1) to increase and improve FYE pathways work based learning

opportunities and industry partnerships. 2) to expand early college credit and dual enrollment in our service area K12 districts.

2. Contractor hereby understands that no employment relationship is established by this contract for services.
3. The Contractor shall provide his/her own Workers' Compensation Insurance and shall properly report all income in accordance with federal and state law (Labor Code § 3700).
4. Contractor shall be in compliance with the Drug Free Workplace Act of 1988.
5. Services shall begin on or about 8 / 12 / 2019, and terminate on or before 6 / 30 / 2019.
Services shall not be assigned nor subcontracted to another party without written consent of the District.
6. District agrees to pay the Contractor the sum of \$ 27,000.00, payable as follows, upon receipt of an invoice, if the services performed are satisfactory to the District.

Date

Payment

9/30/19

27,000.00

7. District retains the right to cancel this contract in the event of funding shortage or for any other reason by written notice of not less than 30 calendar days. In such case, Contractor will be paid for services rendered through the date of cancellation only.
8. This contract is not valid until signed and accepted by the Vice Chancellor, Business Services, nor does the District assume any liability for work performed prior to acceptance by the Vice Chancellor, Business Services.

Independent Contractor

EVAN GOLDBERG

Name

egoldberg@edenrop.org

Email Address

(510) 293-2930

Phone #

26316 HESPERIAN BLVD.
HOVARD, CA 94545

Address

Evan Goldberg

Signature

CLPCCD

Initiating Manager

Date

President

Date

Vice Chancellor, Human Resources

Date

Vice Chancellor, Business Services

Date

#8730.00 332252

5110

499900

Fund

Org

Account

Program

PO/Bd Rec

#18,270.00

70



Independent Contractor Questionnaire

The following questions have been developed in order to assist in determining whether an individual is performing work as an employee or as an independent contractor. It is hoped that the specific situations will be clear enough to clearly identify an individual as either an employee or an independent contractor. However, in borderline cases further examination will be required.

Applicant's Name: Eden Area ROP

- | | Yes | No | |
|----|-------------------------------------|-------------------------------------|--|
| 1. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the individual ever been employed by the District? |
| 2. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is the work to be done customarily performed by an employee? |
| 3. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the District have the right to control/ supervise the work being done? |
| 4. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the District establish where and when the individual will work? |
| 5. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | If the individual is or has been an employee, is the scope of work to be performed outside the normal duties performed in his/her job classification? If the answer is yes, <u>please provide a description of the duties to be performed.</u> |
| 6. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Is the nature of the contract to perform a specific task for a fixed price? |
| 7. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the individual make his/her services available to the general public and does he/she have the right to engage in other jobs while performing services for the District? |

Affirmative answers to questions 1 through 4 and negative answers to questions 5 through 7 will generally mean that there is an employer/employee relationship, that the individual will be treated as an employee and will have to go through the establish employment process.

Negative answers to questions 1 through 4 and affirmative answers to question 5 through 7 will generally mean that the individual is an independent contractor.

If the answers to question 1 through 4 are a combination of yes and no then a further evaluation will have to be made. Please provide additional information regarding the nature of the work, the current employment status, how the work is to be done, where it is to be done, method of payment and any other information that will assist in making the determination of whether or not the individual will be an employee or independent contractor.

Additional Information:

The questionnaire will be signed by the requesting manager and submitted with the requisition for services along with the District Contract for Services Form to the appropriate manager or administrator for approval. All documents will then be forwarded to the Vice Chancellor, Business Services for review and approval. If the individual is determined to be an independent contract, the documents will be forwarded to District's Business Services and a purchase order will be issued. If the individual is determined to be an employee, the forms will be returned and the appropriate personnel procedures followed.

Submitted By: 
Program Coordinator's Signature

Date: 6/13/19

Approved By: 
Administrator's Signature

Date: 6/6/19

Business Services Review

Initial Review: Independent Contract ☐ Employee ☐

College: ☐ Chabot ☐ Las Positas

Reviewed by: _____
Date Reviewed: _____

District: _____
Reviewed by: _____
Date Reviewed: _____



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Contract with Ryland School Business Consulting to Provide Financial and Business Office Services for the 2019-2020 School Year

BACKGROUND

The business department has three positions: a Business Manager, a Purchasing and Accounts Receivable Technician, and an Accounting Technician. This enables us to maintain proper accounting controls with separation of duties.

CURRENT SITUATION

Our Business Manager has taken a position with another district. While we are in the process of hiring a replacement, Ryland School Business Consulting will provide fiscal services support within the business department.

CONSENT CALENDAR



SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the EDEN AREA ROP CENTER. Contractor will provide financial and business office services (described more specifically below) as needed and directed by Eden Area ROP staff. In consideration of the services provided, the EDEN AREA ROP CENTER will pay to Contractor hourly fees of \$160 for professional services. All charges will be approved by the Superintendent of the EDEN AREA ROP CENTER. The Eden Area ROP will be billed on a monthly basis for fees and expenses. The term of this contract is twelve months.

RYLAND SCHOOL BUSINESS CONSULTING will provide general financial planning and business services to EDEN AREA ROP CENTER which may include but are not limited to the following: budget development; year-end closing of the books; general financial analysis as needed for negotiations; documentation of procedures; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the Charter. This contract may be terminated by either party with 30 days' notice. In the case of early termination, EDEN AREA ROP CENTER will be entitled to completion of all work in progress at its option, and RYLAND SCHOOL BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.

AGREED:

Linda Granger, Superintendent
EDEN AREA ROP CENTER

s/ Teresa R Ryland
President
RYLAND SCHOOL BUSINESS CONSULTING

Date

Date

Action Items





DATE: August 1, 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 Adoption of the Recommended Textbooks for the 2019-2020 School Year

BACKGROUND

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

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

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

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

CURRENT SITUATION

Listed below are the recommended textbooks for the 2019-2020 school year. The books are available for review by the public upon request.

Program: Medical Careers and First Responders

New Textbook	ISBN #	Published	QTY	Cost	Old Textbook	Published
Medical Assisting Administrative and Clinical Procedures with Anatomy and Physiology	978-1-259-19774-1	2017	65	220.59	Medical Assisting Administrative and Clinical Procedures with Anatomy and Physiology	2014
Essentials of Fire Fighting	978-0-87939-657-2	2018	50	69.60	Emergency: Care and Transportation of the Sick and Injured	2016

RECOMMENDATION

It is recommended that the ROP Governing Board approve the adoption of the recommended textbooks for the 2019-2020 school year.



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: 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

CURRENT SITUATION

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

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 1-19/20: Signature Card-Board Members; Resolution 2-19/20: Signature Card-Authorized Agents: Payroll Warrants and Disbursements; and Resolution 3-19/20: Signature Card-Authorized Agents: Official Documents and Reports.



Resolution No. 1 19/20 Fiscal Year 2019-2020

Signature Card-Board Members

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

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

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

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

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

1. _____ Signature	Peter Oshinski _____ Type Name
2. _____ Signature	Marilyn Stewart _____ Type Name
3. _____ Signature	Dr. Robert Carlson _____ Type Name
4. _____ Signature	Jo A.S. Loss _____ Type Name

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 1st day of August 2019 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

By approval of this resolution, I hereby certify that the signature(s) appearing above are true and were affixed in my presence.

Date

Signature, President of the Governing Board

☐ All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY_____ as our current list of signers.

Date

Signature, President of the Governing Board



Resolution No. 2 19/20 Fiscal Year 2019-2020

Signature Card - Authorized Agents Payroll Warrants & Disbursements

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

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

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

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

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

1. _____
Signature
Linda Granger
Type Name
Superintendent

Title
2. _____
Signature
Craig Lang
Type Name
Director of Adult Programs

Title
3. _____
Signature
Bernard Phelan
Type Name
Director of Educational Services

Title
4. _____
Signature
Lauren Kelly
Type Name
Assistant Director of Educational Services

Title

5. _____
Signature Type Name
Maria Ariel Owen
Fiscal Services Administrator

Title

6. _____
Signature Type Name
Evan Goldberg
Grant Coordinator

Title

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 1st day of August 2019 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

By approval of this resolution, I hereby certify that the signature(s) appearing above are true and were affixed in my presence.

Date Signature, President of the Governing Board

☐ All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY_____ as our current list of signers.

Date Signature, President of the Governing Board



Resolution No. 3 19/20 Fiscal Year 2019-2020

Signature Card-Authorized Agents Official Documents & Reports

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

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

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

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

1. _____
Signature
Linda Granger

Type Name
Superintendent

Title
2. _____
Signature
Craig Lang

Type Name
Director of Adult Programs

Title
3. _____
Signature
Bernard Phelan

Type Name
Director of Educational Services

Title
4. _____
Signature
Lauren Kelly

Type Name
Assistant Director of Educational Services

Title

5. _____
Signature Type Name
Maria Ariel Owen
Fiscal Services Administrator

Title

6. _____
Signature Type Name
Evan Goldberg
Grant Coordinator

Title

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 1st day of August 2019 by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

By approval of this resolution, I hereby certify that the signature(s) appearing above are true and were affixed in my presence.

Date Signature, President of the Governing Board

☐ All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY_____ as our current list of signers.

Date Signature, President of the Governing Board

DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Public Disclosure of the Eden Area ROP Employees' Agreement for the 2019-2020 Salary Increase

CURRENT SITUATION

On June 7, 2019, the Eden Area ROP presented to the Governing Board, Eden Area ROP employees request for a 3% salary increase for all employees:

After presentation and deliberation, the Governing Board approved the above request.

The Governing Board approved the above request in open session at the June 7, 2019 Governing Board meeting.

The Business Services Department has prepared the Public Disclosure Statement, Certification of the Eden Area ROP's ability to meet the costs of this request, in accordance with AB 1200, verifying that the Eden Area ROP can afford to fund the requested increases for fiscal year 2019-2020. The document attached contains detailed and specific information about how this agreement affects Eden Area ROP funds. This document was submitted on June 18, 2019 and reviewed by the Alameda County Office of Education (ACOE).

Code/Policy: Government Code 3547.5

Fiscal Impact: The projected costs is funded by the ROP local revenues and other grants.

Supporting documents: Certification – AB 1200 report submitted and reviewed by Alameda County Office of Education (ACOE)

RECOMMENDATION

It is recommended that the Governing Board approve the Public Disclosure of the Eden Area ROP employees' agreement for the 2019-2020 salary increase.

Certification of the Districts Ability to Meet the Costs of Collective Bargaining Agreement

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to the public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of Eden Area ROP District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and all employees (No Bargaining Unit in the district), during the term of the agreement from 2019-2020.

The budget revisions necessary to meet the costs of the agreement in each year of its term are itemized below. If the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c)

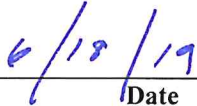
	Increase(Decrease)	Increase(Decrease)	Increase(Decrease)
Budget Adjustment Categories	Year 1	Year 2	Year 3
Revenues/Other Financing Sources			
ROP revenues	11,414,568	11,015,887	11,020,893
Strong Workforce Development Grant	95,719	95,719	95,719
Expenditures/Other Financing Uses			
Salaries and Benefits	11,993,617	10,964,428	10,968,273
Ending Balance Increase (Decrease)	(483,330)	147,178	148,339

N/A _____ (No budget revisions necessary)

These projections are based on the attached assumptions, which become an integral part of this document.



District Superintendent (Signature)



Date

Fn Linda Granger

District Superintendent (Type Name)



Chief Business Official (Signature)



Date

Marites Fermin

Chief Business Official (Type Name)

EDEN AREA ROP School District

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Bargaining Unit: Certificated/ Classified/ Exempt/ Management Employees of Eden Area ROP

The district does not have any bargaining unit

The proposed agreement covers the period beginning 07/01/19 and ending 6/30/2020

and was acted on by the Governing Board at its meeting on June 7, 2019.

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation		Annual Cost Prior to Proposed Agreement 2018-2019	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) 2019-2020	Year 2 Increase/(Decrease) 2020-2021	Year 3 Increase/(Decrease) 2021-2022
1.	Salary Schedule (This is to include Step & Column, which is also reported separately in item 6)	\$ 4,164,997	\$ 124,950	\$ 121,613	\$ 119,621
			\$ 124,950	\$ 121,613	\$ 119,621
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
2a.	Description of Other Compensation		\$ -	\$ -	\$ -
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ -	\$ 26,742	\$ 28,255	\$ 28,516
			\$ 26,742	\$ 28,255	\$ 28,516
4.	Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Compensation - Add Items 1 through 4 to equal 5	\$ 4,164,997	\$ 151,692	\$ 149,868	\$ 148,137
			0.00%	0.00%	0.00%
6.	Step & Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.	\$ -	\$ -	\$ -	\$ -
7.	Total number of represented Employees (Use FTEs)		50.2	49.2	48.2
8.	Total Compensation <u>Average</u> Cost per Employee	\$ -	\$ 3,022	\$ 3,046	\$ 3,073
			0.00%	0.00%	0.00%

EDEN AREA ROP School District
Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?
3% on going

The district does not have any bargaining unit, only salary committee

10. Were any additional steps, columns or ranges added to the schedules? (If yes, please explain.)

No

11. Please Include comments and explanations as necessary. (If more room is necessary, please attach additional sheet.)

- B. Proposed Negotiated Changes in Non-compensation Items** (e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

- C. What are the Specific Impacts (Positive or Negative) on Instructional and Support Programs to Accommodate the Settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g. counselors, librarians, custodial staff, etc.).

No reduction in program

- D. What Contingency Language is Included in the Proposed Agreement (e.g. reopeners, etc.)?**

N/A

- E. Will this Agreement Create, Increase, or Decrease Deficit Financing in the Current or Subsequent Year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The district is positive for the next two out years

EDEN AREA ROP School District
Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

- F. Identify Other Major Provisions that do not Directly Affect the District's Costs; such as Binding Arbitration, Grievances Procedures, etc.

None

- G. Source of Funding for Proposed Agreement

1. Current Year

CTEIG is now an on-going funding and ROP was awarded for \$1,474,207 annually
Strong Workforce Development Grant for \$1,579,357 is also on-going but was not included in the adopted
budget since the State has not given the district any directive or resource to use at the time of adoption.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

District revenues continue to grow and the district has maintained a healthy fund balance

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

District revenues continue to grow and the district has maintained a healthy fund balance
CTEIG and SWD is now on-going per Governor's State budget

EDEN AREA ROP School District
Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

H. Impact of Proposed Agreement on Current Year Operating Budget (Ed. Code 42142)

	Column 1 Latest Board- Approved Budget Before Settlement As of: 6/7/2019	Column 2 Cost of Adjustments as a Result of Settlement	Column 3 Other Revisions Costs Increases (Decreases)	Column 4 Total New Budget (Col 1+2+3)
Revenues				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)- LCFF/AE	\$ 10,391,068	\$ -	\$ -	\$ 10,391,068
Total Revenues	\$ 10,391,068	\$ -	\$ -	\$ 10,391,068
Expenditures				
1000 Certificated Salaries	\$ 3,077,511	\$ 92,325	\$ -	\$ 3,169,836
2000 Classified Salaries	\$ 1,087,486	\$ 32,625	\$ -	\$ 1,120,111
3000 Employee Benefits	\$ 1,877,486	\$ 26,742	\$ -	\$ 1,904,228
4000 Books and Supplies	\$ 252,985	\$ -	\$ -	\$ 252,985
5000 Services and Operating Expenses	\$ 4,735,725	\$ -	\$ -	\$ 4,735,725
6000 Capital Outlay	\$ 899,935	\$ -	\$ -	\$ 899,935
7000 Other Outgo/Indirect Cost	\$ (89,203)	\$ -	\$ -	\$ (89,203)
Total Expenditures	\$ 11,841,925	\$ 151,692	\$ -	\$ 11,993,617
Operating Surplus (Deficit)	\$ (1,450,857)	\$ (151,692)	\$ -	\$ (1,602,549)
Other Sources and Transfers In	\$ 1,023,500	\$ -	\$ -	\$ 1,023,500
Other Uses and Transfers Out	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ (427,357)	\$ (151,692)	\$ -	\$ (579,049)
Beginning Balance (with adj reinstatement)	\$ 6,700,136			\$ 6,700,136
Current Year Ending Balance	\$ 6,272,779	\$ (151,692)	\$ -	\$ 6,121,087
Components of Ending Balance				
Nonspendable and Restricted 9711-9740	\$ 141,690	\$ -	\$ -	\$ 141,690
Reserved for Economic Uncertainties 9789 (6%)	\$ 710,516	\$ 9,102	\$ -	\$ 719,616
Committed and Assigned 9770-9780	\$ 5,030,581	\$ -	\$ -	\$ 5,030,581
Unassigned/Unappropriated 9790	\$ 389,993			\$ 229,200

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

1. State Reserve Standard

a.	Total Expenditures, Transfers Out, and Uses (Page 4, Column 4, total Expense & Other Uses and Transfers Out) <i>(Must include restricted and unrestricted expenditures)</i>	\$ 11,993,617
b.	State Standard Minimum Reserve Percentage for this District	6.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a. times Line b. <u>or</u> \$50,000.	\$ 719,617

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 719,617
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount	\$ 229,200
c. Special Reserve Fund 17-Budgeted Reserve for Economic Uncertainties	\$ -
d. Special Reserve Fund 17-Budgeted Unassigned/Unappropriated Amount	\$ -
e. Article XIII-B Fund 72-Budgeted Reserve for Economic Uncertainties	\$ -
f. Article XIII-B Fund 72-Budgeted Unassigned/Unappropriated Amount	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 948,817

3. Do unrestricted reserves meet the state standard minimum reserve amount? YES

If NO, how do you plan to restore your reserves?

[illegible]

EDEN AREA ROP School District
Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

If the total amount of the adjustment in Column 2 on page 4 does not agree with the amount of the Total Compensation Increase in Section A, line 5, page 1 (e.g. increase was partially budgeted), explain the variance below:

Please include any additional comments and explanations of page 4 as necessary:

EDEN AREA ROP School District

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Revised MYP Including the Effects of Collective Bargaining

Eden Area ROP General Fund Multi-Year Projections Budget Year: 2019-2020			
	ADA: 1,713 3.26% Deficit: none	ADA: 1,740 3.00% Deficit: none	ADA: 1,752 2.80% Deficit: none
	2019-2020	2020-2021	2021-2022
Revenues			
Revenue Limit Sources	0	0	0
Federal Revenue	359,327	260,149	261,917
Other State Revenue	2,144,583	2,306,346	2,047,887
Local Revenue	7,887,157	8,121,392	8,346,089
Total Revenue	10,391,067	10,687,887	10,655,893
Expenditures			
Certificated Salaries	3,077,511	3,077,511	2,960,139
Step & Column Adjustment	0	20,649	21,980
Other Adjustments-Grant ended	0	(138,021)	0
Other Adjustments-AB 1200	92,325	88,804	89,464
Classified Salaries	1,087,486	1,087,486	1,093,630
Step & Column Adjustment	0	6,144	3,179
Other Adjustments-Grant ended	0	0	(91,555)
Other Adjustments-AB 1200	32,625	32,809	30,158
Employee Benefits	1,904,228	1,919,329	1,889,772
Books & Supplies	252,985	277,188	329,485
Services, Other Operating Exp	4,735,725	4,655,652	4,694,958
Capital Outlay	899,935	35,000	55,000
Other Outgo	0	0	0
Direct Support/Indirect Costs	(89,203)	(98,123)	(107,936)
Total Expenditures	11,993,617	10,964,428	10,968,273
Operating Surplus (Deficit)	(1,602,549)	(276,540)	(312,379)
Other Financing Sources & Transfers In(Positive figure)	1,023,500	328,000	365,000
Other Financing Uses & Transfers Out (Neg Figure)			
Current Yr Inc(Dec) in Fund Balance	(579,049)	51,460	52,621
Beginning Fund Balance	6,700,136	6,121,086	6,172,545
Audit Adjustments/Restatements			
Ending Balance	6,121,086	6,172,546	6,225,166
Restricted Balance	141,690	141,690	141,690
Required Reserve	719,617	657,866	658,096
Committed and Assigned	5,030,581	5,195,186	5,346,506
Unrestricted Balance (Incl Revolving)	229,198	177,804	78,873
Comments Deficit for fiscal year 2019-2020 is due to CPT grant that ended 6/30/19 but grant requires district to match for one more ye Without the required match actual operating surplus including SWD grant should be \$109,072.45			

EDEN AREA ROP School District
Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

J. Salary Notification Requirement

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

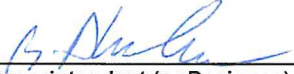
Comparison of Proposed Agreement to Change in District Base Revenue Limit

The district revenues are not based from Revenue Limit

- | | |
|--|------------------------|
| (a) Current Year Base Revenue Limit (BRL) per ADA:
(obtain from the FY _____ County Office-provided Revenue Limit or+B263
Form RL, Line 3) | \$ _____ - (Estimated) |
| (b) Prior Year Base Revenue Limit per ADA:
(Form RL, Line 1) | \$ _____ - (Actual) |
| (c) Amount of Current Year Increase: (a) minus (b) | \$ _____ - |
| (d) Percentage Increase in BRL per ADA: (c) divided by (b) | _____ 0.00% |
| (e) Indicate Total Settlement Percentage Increase from Section A,
line 5, Page 1 for current year | _____ 0.00% |

K. Certification

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code 3547.5.</p>	
<p style="text-align: center;">  _____ District Superintendent (or Designee) (Signature) </p>	<p style="text-align: center;"> 6/18/2019 _____ Date </p>
<p>After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on September 5, 2013, took action to approve the proposed Agreement with the Certificated, Classified, Exempt and Management Employees of Eden Area ROP</p>	
<p style="text-align: center;"> _____ President (or Clerk), Governing Board (Signature) </p>	<p style="text-align: center;"> _____ Date </p>

Special Note: The Alameda County Office of Education reserves the right to ask any additional questions or request any additional information we feel is necessary to review the district properly under AB 1200, including a copy of the Tentative Agreement.

Certification of the Districts Ability to Meet the Costs of Collective Bargaining Agreement

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to the public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of Eden Area ROP District – Adult Education, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and all employees (No Bargaining Unit in the district), during the term of the agreement from 2019-2020.

The budget revisions necessary to meet the costs of the agreement in each year of its term are itemized below. If the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c)

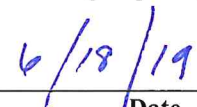
	Increase(Decrease)	Increase(Decrease)	Increase(Decrease)
Budget Adjustment Categories	Year 1	Year 2	Year 3
Revenues/Other Financing Sources			
Adult Ed Revenues	1,450,825	1,502,986	1,557,755
Expenditures/Other Financing Uses			
Salaries and Benefits	1,399,171	1,450,563	1,482,593
Ending Balance Increase (Decrease)	51,654	52,422	75,161

N/A _____ (No budget revisions necessary)

These projections are based on the attached assumptions, which become an integral part of this document.



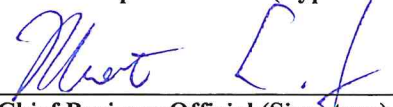
District Superintendent (Signature)



Date

For Linda Granger

District Superintendent (Type Name)



Chief Business Official (Signature)



Date

Marites Fermin

Chief Business Official (Type Name)

EDEN AREA ROP School District -
Adult Education

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Bargaining Unit: Certificated/ Classified/ Exempt/ Management Employees of Eden Area ROP- Adult Ed

The district does not have any bargaining unit

The proposed agreement covers the period beginning 7/1/2019 and ending 6/30/2020

and was acted on by the Governing Board at its meeting on June 7, 2019.

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation		Annual Cost Prior to Proposed Agreement 2018-2019	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) 2019-2020	Year 2 Increase/(Decrease) 2020-2021	Year 3 Increase/(Decrease) 2021-2022
1.	Salary Schedule (This is to include Step & Column, which is also reported separately in item 6)	\$ 572,004	\$ 17,160	\$ 17,160	\$ 17,160
			\$ 17,160	\$ 17,160	\$ 17,160
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
2a.	Description of Other Compensation		\$ -	\$ -	\$ -
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ -	\$ 3,750	\$ 4,085	\$ 4,222
			\$ 3,750	\$ 4,085	\$ 4,222
4.	Health/Welfare Plans ACA - \$2,500 per employee other than classified	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Compensation - Add Items 1 through 4 to equal 5	\$ 572,004	\$ 20,910	\$ 21,245	\$ 21,382
			0.00%	0.00%	0.00%
6.	Step & Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.	\$ -	\$ -	\$ -	\$ -
7.	Total number of represented Employees (Use FTEs)		6.8	6.8	6.8
8.	Total Compensation <u>Average</u> Cost per Employee	\$ -	\$ 3,084	\$ 3,124	\$ 3,144
			0.00%	0.00%	0.00%

EDEN AREA ROP School District -
Adult Education

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?
3% on going

The district does not have any bargaining unit, only salary committee

10. Were any additional steps, columns or ranges added to the schedules? (If yes, please explain.)

No

11. Please Include comments and explanations as necessary. (If more room is necessary, please attach additional sheet.)

- B. **Proposed Negotiated Changes in Non-compensation Items** (e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

- C. **What are the Specific Impacts (Positive or Negative) on Instructional and Support Programs to Accommodate the Settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g. counselors, librarians, custodial staff, etc.).

No reduction in program

- D. **What Contingency Language is Included in the Proposed Agreement (e.g. reopeners, etc.)?**

N/A

- E. **Will this Agreement Create, Increase, or Decrease Deficit Financing in the Current or Subsequent Year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The district is positive

EDEN AREA ROP School District -
Adult Education

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

- F. Identify Other Major Provisions that do not Directly Affect the District's Costs; such as Binding Arbitration, Grievances Procedures, etc.

None

- G. Source of Funding for Proposed Agreement

1. Current Year

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

District revenues from adult fees continue to grow. Refer to G 1

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Adult Ed revenues continue to grow and the Adult Ed program has maintained a healthy fund balance

**EDEN AREA ROP School District -
Adult Education**

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

H. Impact of Proposed Agreement on Current Year Operating Budget (Ed. Code 42142)

	Column 1 Latest Board- Approved Budget Before Settlement As of: 6/7/2019	Column 2 Cost of Adjustments as a Result of Settlement	Column 3 Other Revisions Costs Increases (Decreases)	Column 4 Total New Budget (Col 1+2+3)
Revenues				
Other State Revenue	\$ 407,610	\$ -	\$ -	\$ 407,610
Local Revenue	\$ 1,043,215	\$ -	\$ -	\$ 1,043,215
Total Revenues	\$ 1,450,825	\$ -	\$ -	\$ 1,450,825
Expenditures				
1000 Certificated Salaries	\$ 358,565	\$ 10,757	\$ -	\$ 369,322
2000 Classified Salaries	\$ 213,439	\$ 6,403	\$ -	\$ 219,842
3000 Employee Benefits	\$ 202,460	\$ 3,750	\$ -	\$ 206,210
4000 Books and Supplies	\$ 49,305	\$ -	\$ -	\$ 49,305
5000 Services and Operating Expenses	\$ 465,289	\$ -	\$ -	\$ 465,289
6000 Capital Outlay	\$ -	\$ -	\$ -	\$ -
7000 Indirect Cost	\$ 89,203	\$ -	\$ -	\$ 89,203
Total Expenditures	\$ 1,378,261	\$ 20,910	\$ -	\$ 1,399,171
Operating Surplus (Deficit)	\$ 72,564	\$ -	\$ -	\$ 51,654
Other Sources and Transfers In	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ 72,564	\$ 20,910	\$ -	\$ 51,654
Beginning Balance	\$ 94,995			\$ 94,995
Current Year Ending Balance	\$ 167,559	\$ 20,910	\$ -	\$ 146,649
Components of Ending Balance				
No spendable and Restricted 9711-9740	\$ 92,388	\$ -	\$ -	\$ 92,388
Reserved for Economic Uncertainties 9789 (6%)	\$ -	\$ -	\$ -	\$ -
Committed and Assigned 9770-9780	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated 9790	\$ 75,171	\$ 20,910		\$ 54,261

EDEN AREA ROP School District -
Adult Education
Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5
Revised MYP Including the Effects of Collective Bargaining

Eden Area ROP Adult Education Multi-Year Projections Budget Year: 2019-2020			
	ADA: 607	ADA: 619	ADA: 621
	0.00%	0.00%	0.00%
	Deficit: none	Deficit: none	Deficit: none
	2019-2020	2020-2021	2021-2022
Revenues			
Revenue Limit Sources	0	0	0
Federal Revenue	0	0	0
Other State Revenue	407,610	407,610	407,610
Local Revenue	1,043,215	1,095,376	1,150,145
Total Revenue	1,450,825	1,502,986	1,557,755
Expenditures			
Certificated Salaries	358,565	362,151	365,772
Step & Column Adjustment	0	0	0
Cost-of-Living Adjustment	0	0	0
Other Adjustments-AB 1200	10,757	10,757	10,757
Classified Salaries	213,439	215,573	217,729
Step & Column Adjustment	0	0	0
Cost-of-Living Adjustment	0	0	0
Other Adjustments-AB 1200	6,403	6,403	6,403
Employee Benefits	206,210	217,233	221,313
Books & Supplies	49,305	51,770	54,359
Services, Other Operating Exp	465,289	488,553	498,325
Capital Outlay	0	0	0
Other Outgo	0	0	0
Direct Support/Indirect Costs	89,203	98,123	107,936
Total Expenditures	1,399,171	1,450,563	1,482,594
Operating Surplus (Deficit)	51,654	52,423	75,161
Other Financing Sources & Transfers In(Positive figure)	0	0	0
Other Financing Uses & Transfers Out (Neg Figure)			
Current Yr Inc(Dec) in Fund Balance	51,654	52,423	75,161
Beginning Fund Balance	94,995	146,649	199,072
Audit Adjustments/Restatements			
Ending Balance	146,649	199,072	274,233
Restricted Balance	92,388	95,242	105,635
Required Reserve	0	0	0
Committed and Assigned	0	0	0
Unrestricted Balance (Incl Revolving)	54,261	103,830	168,598

EDEN AREA ROP School District -
Adult Education

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

If the total amount of the adjustment in Column 2 on page 4 does not agree with the amount of the Total Compensation Increase in Section A, line 5, page 1 (e.g. increase was partially budgeted), explain the variance below:

Please include any additional comments and explanations of page 4 as necessary:

EDEN AREA ROP School District -
Adult Education

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

J. Salary Notification Requirement

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

Comparison of Proposed Agreement to Change in District Base Revenue Limit


The district revenues are not based from Revenue Limit

- (a) Current Year Base Revenue Limit (BRL) per ADA:
(obtain from the FY _____ County Office-provided Revenue Limit or+B263
Form RL, Line 3) \$ - (Estimated)
- (b) Prior Year Base Revenue Limit per ADA:
(Form RL, Line 1) \$ - (Actual)
- (c) Amount of Current Year Increase: (a) minus (b) \$ -
- (d) Percentage Increase in BRL per ADA: (c) divided by (b) 0.00%
- (e) Indicate Total Settlement Percentage Increase from Section A,
line 5, Page 1 for current year 0.00%

K. Certification

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code 3547.5.



District Superintendent (or Designee)
(Signature)



Date

After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on September 5, 2013, took action to approve the proposed Agreement with the Certificated, Classified, Exempt and Management Employees of Eden Area ROP

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Alameda County Office of Education reserves the right to ask any additional questions or request any additional information we feel is necessary to review the district properly under AB 1200, including a copy of the Tentative Agreement.



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Revised Salary Schedules

BACKGROUND

During the June 7, 2019 Governing Board meeting, the Governing Board took action to revise the salary schedule for all employee groups. The Governing Board approved a 3% salary increase for all employees.

CURRENT SITUATION

Based on the action of the Board during the June meeting, the following revised salary schedules are being presented for your approval:

- Salary Scale Chart 1: Classified Employees
- Salary Scale Chart 2A: Certificated Salaried Employees
- Salary Scale Chart 2B: Certificated Hourly Employees
- Salary Scale Chart 2C: Adult Programs Salary Schedule
- Salary Scale Chart 3: Classified Exempt Employees
- Salary Scale Chart 4: Management

RECOMMENDATION

It is recommended that the Governing Board approve the revised salary schedules.

Salary Scale Chart 1 CLASSIFIED EMPLOYEES

2019-2020

Effective: July 1, 2019

Step	Work Year	Additional Responsibilities	Classified Position Titles
B1	10 months		Public Relations & Marketing Specialist
B2	11 months		Office Support Specialist
B3	12 months	Confidential	Executive Assistant
C1	10 months		Student Support Services Technician
C2	12 months	Confidential	Accounting Technician
D	12 months		Accounts Receivable/Purchasing Technician
D	12 months	Confidential	Administrative Assistant
D	12 months		Administrative Support Technician
D	12 months	Confidential	Attendance Specialist
E	12 months		Security-Grounds Officer
F	10 months		Instructional Assistant
F	10 months		Office Assistant
H	10 months		Staff Assistant
L	10 months		Student Assistant

10 months= 193 days

11 months= 223 days

12 months= 260 days

Column and Step

Step	Column	1	2	3	4	5	6	7	8	9
B1	Hourly	\$27.16	\$28.30	\$29.53	\$30.81	\$32.14	\$33.55	\$35.00	\$36.54	\$38.18
	Monthly	\$3,931.41	\$4,096.43	\$4,274.47	\$4,459.75	\$4,652.27	\$4,856.36	\$5,066.25	\$5,289.17	\$5,526.56
	Yearly	\$39,314.10	\$40,964.25	\$42,744.68	\$44,597.48	\$46,522.65	\$48,563.63	\$50,662.50	\$52,891.65	\$55,265.55
B2	Hourly	\$27.16	\$28.30	\$29.53	\$30.81	\$32.14	\$33.55	\$35.00	\$36.54	\$38.18
	Monthly	\$4,129.56	\$4,302.89	\$4,489.90	\$4,684.52	\$4,886.74	\$5,101.13	\$5,321.59	\$5,555.74	\$5,805.10
	Yearly	\$45,425.10	\$47,331.75	\$49,388.93	\$51,529.73	\$53,754.15	\$56,112.38	\$58,537.50	\$61,113.15	\$63,856.05
B3	Hourly	\$27.16	\$28.30	\$29.53	\$30.81	\$32.14	\$33.55	\$35.00	\$36.54	\$38.18
	Monthly	\$4,413.50	\$4,598.75	\$4,798.63	\$5,006.63	\$5,222.75	\$5,451.88	\$5,687.50	\$5,937.75	\$6,204.25
	Yearly	\$52,962.00	\$55,185.00	\$57,583.50	\$60,079.50	\$62,673.00	\$65,422.50	\$68,250.00	\$71,253.00	\$74,451.00
C1	Hourly	\$25.11	\$26.15	\$27.27	\$28.43	\$29.64	\$30.91	\$32.24	\$33.63	\$35.13
	Monthly	\$3,634.67	\$3,785.21	\$3,947.33	\$4,115.24	\$4,290.39	\$4,474.22	\$4,666.74	\$4,867.94	\$5,085.07
	Yearly	\$36,346.73	\$37,852.13	\$39,473.33	\$41,152.43	\$42,903.90	\$44,742.23	\$46,667.40	\$48,679.43	\$50,850.68

EAROP Governing Board Approved:

Step	Column	1	2	3	4	5	6	7	8	9
C2	Hourly	\$25.11	\$26.15	\$27.27	\$28.43	\$29.64	\$30.91	\$32.24	\$33.63	\$35.13
	Monthly	\$4,080.38	\$4,249.38	\$4,431.38	\$4,619.88	\$4,816.50	\$5,022.88	\$5,239.00	\$5,464.88	\$5,708.63
	Yearly	\$48,964.50	\$50,992.50	\$53,176.50	\$55,438.50	\$57,798.00	\$60,274.50	\$62,868.00	\$65,578.50	\$68,503.50
D	Hourly	\$24.17	\$25.16	\$26.22	\$27.33	\$28.50	\$29.73	\$31.01	\$32.35	\$33.77
	Monthly	\$3,927.63	\$4,088.50	\$4,260.75	\$4,441.13	\$4,631.25	\$4,831.13	\$5,039.13	\$5,256.88	\$5,487.63
	Yearly	\$47,131.50	\$49,062.00	\$51,129.00	\$53,293.50	\$55,575.00	\$57,973.50	\$60,469.50	\$63,082.50	\$65,851.50
E	Hourly	\$21.90	\$22.77	\$23.71	\$24.71	\$25.74	\$26.81	\$27.95	\$29.15	\$30.40
	Monthly	\$3,558.75	\$3,700.13	\$3,852.88	\$4,015.38	\$4,182.75	\$4,356.63	\$4,541.88	\$4,736.88	\$4,940.00
	Yearly	\$42,705.00	\$44,401.50	\$46,234.50	\$48,184.50	\$50,193.00	\$52,279.50	\$54,502.50	\$56,842.50	\$59,280.00
F	Hourly	\$21.01	\$21.89	\$22.76	\$23.69	\$24.68	\$25.72	\$26.78	\$27.93	\$29.12
	Monthly	\$3,041.20	\$3,168.58	\$3,294.51	\$3,429.13	\$3,572.43	\$3,722.97	\$3,876.41	\$4,042.87	\$4,215.12
	Yearly	\$30,411.98	\$31,685.78	\$32,945.10	\$34,291.28	\$35,724.30	\$37,229.70	\$38,764.05	\$40,428.68	\$42,151.20
H	Hourly	\$20.30	\$21.09	\$21.96	\$22.84	\$23.77	\$24.76	\$25.78	\$26.85	\$28.00
L	Hourly	\$14.42								

Associate's Degree	Bachelor's Degree	Master's Degree	Confidential Stipend
\$612 per year	\$867 per year	\$1,122 per year	5%
<p>Employees receive an annual benefit package of \$11,621.16.</p> <p>NOTES:</p> <ul style="list-style-type: none"> Longevity Columns 6, 7, 8, 9, reached at 10, 15, 20, 25 years respectively. Numbers have been rounded. 5% confidential stipend given to employees assigned confidential responsibilities and/or significant additional responsibilities. 			

Salary Scale Chart 2A

CERTIFICATED 7 HOUR (120%) SALARIED EMPLOYEES

2019-2020

Effective: July 1, 2019

Classroom Instructor 185 days

Career Counselor 195 days

Step	A	B	C	D	E	F
1	\$66,790.16	\$69,662.71	\$72,680.91	\$75,847.01	\$79,173.10	
2	\$67,940.07	\$70,867.78	\$73,945.58	\$77,178.98	\$80,571.30	
3	\$69,113.14	\$72,100.44	\$75,240.05	\$78,536.36	\$81,995.99	
4	\$70,307.18	\$73,355.18	\$76,556.58	\$79,920.20	\$83,447.16	
5	\$71,528.81	\$74,635.30	\$77,901.81	\$81,332.76	\$84,930.32	
6		\$75,941.91	\$79,273.53	\$82,772.88	\$86,443.30	
7		\$77,272.78	\$80,672.83	\$84,241.70	\$87,986.06	
8		\$78,633.47	\$82,098.61	\$85,739.23	\$89,557.51	
9		\$80,018.42	\$83,555.30	\$87,268.75	\$91,162.08	
10		\$81,433.18	\$85,039.57	\$88,828.07	\$92,798.64	
11			\$86,554.75	\$90,418.28	\$94,470.52	
12					\$96,172.19	
17						\$100,515.76
22						\$102,338.82
27						\$104,198.31

Employees receive an annual benefit package of \$11,621.16.

Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. *At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program.* Movement to the next column requires evidence of the completion of 15 semester units of instruction that are approved by the Superintendent or designee. A maximum of six (6) years teaching credit will be granted for initial placement on the salary schedule. (See AR 4122)

***Step 17 is a Longevity Step-** increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

- **Note:** Employee may elect to participate at his/her expense in one of the health plan packages offered by the EAROP to its employees.

SUMMER SCHOOL INSTRUCTORS

Hourly Rate

\$43.07

SUBSTITUTE INSTRUCTORS

Hourly Rate

Hourly Rate
(Long Term Assignment)

Long Term Hourly Rate - retroactive to the first day on consecutive work period. (Minimum of 10 consecutive workdays substituting for same instructor.)*No benefits granted to substitutes.

\$31.75

\$34.93

ADDITIONAL COMPENSATION

EDUCATIONAL STIPENDS

Professional Growth: Full time teachers who have been compensated on Step 12, Column E for at least 2 years shall be entitled to a professional growth allowance of \$30 per semester unit with a maximum of 4 semester units per year and 20 semester units total. All units must be approved and earned during the year being credited. These units may be converted to Professional Development units needed for Column F, Step 17, providing the condition below is met.*

***Step 17 is a Longevity Step** – the increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Bachelor's Degree

Master's Degree

Doctorate

\$867

\$1,122

\$1,632

Educational Stipends - Employee will receive the highest educational stipend ONLY.

Salary Scale Chart 2B

CERTIFICATED HOURLY EMPLOYEES

2019-2020

Effective: July 1, 2019

HOURLY INSTRUCTORS

STEP	1	2	3	4	5	6
HOURLY RATE	\$39.46	\$43.07	\$45.08	\$47.18	\$49.40	\$51.72

- Longevity Columns 2, 3, 4, 5 and 6 reached at 6, 10, 15, 20 and 25 years respectively.
- Hourly instructors receive a pro-rated amount of the full time Health & Welfare benefits monthly amount of \$968.43 based on hours worked.
- Hourly instructors, who have 12 years of service and beyond, will have their pro-rated benefits increased to the next 25% increment of the benefit allowance scale.

SUBSTITUTE TEACHERS

Hourly Rate	Hourly Rate (Long Term Assignment)	Long Term Hourly Rate - retroactive to the first day on consecutive work period. (Minimum of 10 consecutive workdays substituting for same instructor.)*No benefits granted to substitutes.
\$31.75	\$34.93	

ADDITIONAL COMPENSATION

EDUCATIONAL STIPENDS

Bachelor's Degree	Master's Degree	Doctorate	Special Assignment
\$867	\$1,122	\$1,632	*20%

Note:

- **Educational Stipends** - Employee will receive the highest educational stipend ONLY.

Salary Scale Chart 2C

ADULT PROGRAMS SALARY SCHEDULE

2019-2020

Effective: July 1, 2019

CERTIFICATED SALARIED INSTRUCTORS-12 MONTHS

Step	A	B	C	D	E	F
1	\$66,790.16	\$69,662.71	\$72,680.91	\$75,847.01	\$79,173.10	
2	\$67,940.07	\$70,867.78	\$73,945.58	\$77,178.98	\$80,571.30	
3	\$69,113.14	\$72,100.44	\$75,240.05	\$78,536.36	\$81,995.99	
4	\$70,307.18	\$73,355.18	\$76,556.58	\$79,920.20	\$83,447.16	
5	\$71,528.81	\$74,635.30	\$77,901.81	\$81,332.76	\$84,930.32	
6		\$75,941.91	\$79,273.53	\$82,772.88	\$86,443.30	
7		\$77,272.78	\$80,672.83	\$84,241.70	\$87,986.06	
8		\$78,633.47	\$82,098.61	\$85,739.23	\$89,557.51	
9		\$80,018.42	\$83,555.30	\$87,268.75	\$91,162.08	
10		\$81,433.18	\$85,039.57	\$88,828.07	\$92,798.64	
11			\$86,554.75	\$90,418.28	\$94,470.52	
12					\$96,172.19	
17						\$100,515.76
22						\$102,338.82
27						\$104,198.31

Employees receive an annual benefit package of \$11,621.16.

Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. *At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program.* Movement to the next column requires evidence of the completion of 15 semester units of instruction that are approved by the Superintendent or designee. A maximum of six (6) years teaching credit will be granted for initial placement on the salary schedule. (See AR 4122)

*Step 17 is a Longevity Step- increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Note: Employee may elect to participate at his/her expense in one of the health plan packages offered by the EAROP to its employees.

EDUCATIONAL STIPENDS

Professional Growth: Full time teachers who have been compensated on Step 12, Column E for at least 2 years shall be entitled to a professional growth allowance of \$30 per semester unit with a maximum of 4 semester units per year and 20 semester units total. All units must be approved and earned during the year being credited. These units may be converted to Professional Development units needed for Column F, Step 17, providing the condition below is met.*

***Step 17 is a Longevity Step** – the increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Bachelor's Degree	Master's Degree	Doctorate
\$867	\$1,122	\$1,632

Educational Stipends - Employee will receive the highest educational stipend ONLY.

CERTIFICATED HOURLY INSTRUCTORS

STEP	1	2	3	4	5	6
HOURLY RATE	\$39.46	\$43.07	\$45.08	\$47.18	\$49.40	\$51.72

- Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program.
- Movement to the next step will each be earned after six (6) additional years.
- Preparation time is paid at 1 hour per class.

CLASSIFIED EMPLOYEES

STEP	WORK YEAR		CLASSIFIED POSITION TITLES
AE 3	12 months		Administrative Support Specialist
AE 3	12 months		Program Specialist
AE 4	12 months		Instructional Support Specialist
AE 5	12 months		Security
AE6	12 months		Classified Hourly/Exempt Instructor

10 months= 193 days

11 months= 223 days

12 months= 260 days

COLUMN AND STEP

Step	Column	1	2	3	4	5	6	7	8	9
AE 3	Hourly	\$27.16	\$28.30	\$29.53	\$30.81	\$32.14	\$33.55	\$35.00	\$36.54	\$38.18
	Monthly	\$4,413.50	\$4,598.75	\$4,798.63	\$5,006.63	\$5,222.75	\$5,451.88	\$5,687.50	\$5,937.75	\$6,204.25
	Yearly	\$52,962.00	\$55,185.00	\$57,583.50	\$60,079.50	\$62,673.00	\$65,422.50	\$68,250.00	\$71,253.00	\$74,451.00
AE 4	Hourly	\$22.89	\$23.88	\$24.89	\$26.01	\$27.16	\$28.30	\$29.53	\$30.81	\$32.14
	Monthly	\$3,719.63	\$3,880.50	\$4,049.50	\$4,226.63	\$4,413.50	\$4,598.75	\$4,798.63	\$5,006.63	\$5,222.75
	Yearly	\$44,635.50	\$46,566.00	\$48,594.00	\$50,719.50	\$52,962.00	\$55,185.00	\$57,583.50	\$60,079.50	\$62,673.00
AE 5	Hourly	\$21.90	\$22.77	\$23.71	\$24.71	\$25.74	\$26.81	\$27.95	\$29.15	\$30.40
	Monthly	\$3,558.75	\$3,700.13	\$3,852.88	\$4,015.38	\$4,182.75	\$4,356.63	\$4,541.88	\$4,736.88	\$4,940.00
	Yearly	\$42,705.00	\$44,401.50	\$46,234.50	\$48,184.50	\$50,193.00	\$52,279.50	\$54,502.50	\$56,842.50	\$59,280.00
AE 6	Hourly	\$39.46	\$43.07	\$45.08	\$47.18	\$49.40	\$51.72			

For AE 6

- Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program.
- Movement to the next step will each be earned after six (6) additional years.
- Preparation time is paid at 1 hour per class.

Associate's Degree	Bachelor's Degree	Master's Degree	Benefits Package
\$612 per year	\$867 per year	\$1,122 per year	\$968.43 per month

Notes:

- Longevity Columns 6, 7, 8, 9, reached at 10, 15, 20, 25 years respectively.
- Numbers have been rounded.

Salary Scale Chart 3 CLASSIFIED EXEMPT EMPLOYEES

2019-2020

Effective: July 1, 2019

STEP	CLASSIFIED EXEMPT POSITION TITLES
A-0	Work Based Learning Specialist (11 Months/223 Days)
A-1	Personnel Coordinator (12 Months/260 Days)
A-2	Technology Coordinator (12 Months/260 Days)

Column and Step

Step	Column	1	2	3	4	5	6	7	8	9
A-0	Hourly	\$46.85	\$49.19	\$51.65	\$54.23	\$55.58	\$56.97	\$58.39	\$59.85	\$61.35
	Monthly	\$7,123.33	\$7,479.12	\$7,853.15	\$8,245.43	\$8,450.69	\$8,662.03	\$8,877.93	\$9,099.92	\$9,327.99
	Yearly	\$78,356.63	\$82,270.28	\$86,384.63	\$90,699.68	\$92,957.55	\$95,282.33	\$97,657.28	\$100,099.13	\$102,607.88
A-1	Hourly	\$41.31	\$42.98	\$44.73	\$46.56	\$48.50	\$50.74	\$53.09	\$55.56	\$58.14
	Monthly	\$6,712.88	\$6,984.25	\$7,268.63	\$7,566.00	\$7,881.25	\$8,245.25	\$8,627.13	\$9,028.50	\$9,447.75
	Yearly	\$80,554.50	\$83,811.00	\$87,223.50	\$90,792.00	\$94,575.00	\$98,943.00	\$103,525.50	\$108,342.00	\$113,373.00
A-2	Hourly	\$38.79	\$40.33	\$41.95	\$43.63	\$45.40	\$47.49	\$49.69	\$51.98	\$54.40
	Monthly	\$6,303.38	\$6,553.63	\$6,816.88	\$7,089.88	\$7,377.50	\$7,717.13	\$8,074.63	\$8,446.75	\$8,840.00
	Yearly	\$75,640.50	\$78,643.50	\$81,802.50	\$85,078.50	\$88,530.00	\$92,605.50	\$96,895.50	\$101,361.00	\$106,080.00

EDUCATIONAL STIPENDS

Associate's Degree	\$612 per year
Bachelor's Degree	\$867 per year
Master's Degree	\$1,122 per year

- **Employees receive an annual benefit package of \$11,621.16.**
- Longevity Columns 6, 7, 8, 9, reached at 10, 15, 20, 25 years respectively.
- 12 Month Classified Exempt employees accrue vacation at one step higher than their organization vacation accrual rate.
- Employee may elect to participate at his/her expense in one of the health plan packages offered by the EAROP to its employees.
- Numbers have been rounded.

Salary Scale Chart 4 ADMINISTRATION

2019-2020

Effective: July 1, 2019

STEP	ADMINISTRATION POSITION TITLES
A	Director - Certificated Position 220 day work year
B	Principal – Certificated Position 217 day work year <i>(Not filled at this time)</i>
C	Assistant Director - Certificated Position 217 day work year
C	Grant Coordinator - Certificated Position 217 day work year
D	Fiscal Services Administrator - Classified Position-225 day work year

Range and Column

Range	Column	1	2	3	4	5
A	Daily	\$580.78	\$608.79	\$638.20	\$669.08	\$701.49
	Monthly	\$10,647.63	\$11,161.15	\$11,700.33	\$12,266.47	\$12,860.65
	Annually	\$127,771.60	\$133,933.80	\$140,404.00	\$147,197.60	\$154,327.80
B	Daily	\$535.47	\$562.24	\$590.35	\$619.88	\$650.87
	Monthly	\$9,683.11	\$10,167.11	\$10,675.56	\$11,209.49	\$11,769.87
	Annually	\$116,197.35	\$122,005.34	\$128,106.70	\$134,513.91	\$141,238.41
C	Daily	\$539.89	\$565.39	\$592.15	\$620.27	\$649.79
	Monthly	\$9,763.01	\$10,224.14	\$10,708.05	\$11,216.55	\$11,750.37
	Annually	\$117,156.13	\$122,689.63	\$128,496.55	\$134,598.59	\$141,004.43
D	Daily	\$441.48	\$462.75	\$485.11	\$508.56	\$533.20
	Monthly	\$9,565.40	\$10,026.25	\$10,510.72	\$11,018.80	\$11,552.67
	Annually	\$114,784.80	\$120,315.00	\$126,128.60	\$132,225.60	\$138,632.00

EDUCATIONAL STIPENDS

Bachelor's Degree	\$867 per year
Master's Degree	\$1,122 per year
Doctorate Degree	\$1,632 per year

- **Employees receive an annual benefit package of \$11,621.16.**
- Daily rate=total annual salary / number of days in work year.
- Employee may elect to participate at his/her expense in one of the health plan packages offered by the EAROP to its employees.
- Certificated work year does not include vacations or holidays.
- Classified work year does include vacation and holidays.
- Numbers have been rounded.

DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Employee Performance Evaluation & Observation Forms

BACKGROUND

The purpose of the employee performance evaluation process is to promote communication and provide useful feedback about job performance, to facilitate better working relationships, to provide a historical record of performance, set expectations for future job performance and to contribute to professional development. Evaluations are periodically reviewed and updated, if needed.

CURRENT SITUATION

Last year the Personnel Coordinator reviewed the employee performance evaluation with staff. A task force made up of instructors, administrators and the Personnel Coordinator reviewed and revised the certificated performance evaluation and observation report. Administrators and the Personnel Coordinator reviewed and revised all other evaluation and observation forms. In addition to revising/updating the existing evaluations and observations, we have also addressed new areas/groups and ones that were previously unaddressed. Edits from the staff review were given to the Personnel Coordinator and finalized for recommendation to the Board.

The following employee performance evaluation and observation forms are being presented for your approval:

Revised Performance Evaluation & Observation Forms

- Certificated Administrator Performance Evaluation
- Certificated Performance Evaluation
- Certificated Observation Report
- Classified Performance Evaluation

New Performance Evaluation & Observation Forms

- Adult Programs Certificated Observation & Performance Evaluation

- Career Counselor Performance Evaluation
- Classified Administrator Performance Evaluation

RECOMMENDATION

It is recommended that the Governing Board approve the employee performance evaluation and observation forms.

CERTIFICATED ADMINISTRATOR PERFORMANCE EVALUATION

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2916 • www.edenrop.org

EMPLOYEE NAME	TITLE	
SUPERVISOR/EVALUATOR	HIRE DATE	LAST EVALUATION DATE

DEFINITION OF CODES

U	Unsatisfactory: Performance within this area does not meet standards. Improvement plan is required to correct this area.
N	Needs Improvement: Performance within this area does not meet standards. Improvement plan may be developed to correct this area.
M	Meets Expectations: Administrator is proficient in this area.
E	Exceeds Expectations: Administrator excels in this area.

ADMINISTRATOR PERFORMANCE EXPECTATIONS

1. Communication

A leader who communicates consistently and effectively in a clear, positive and well-organized manner to a broad constituency of staff, students, parents and community.

- ⇒ Communicates and models Eden Area ROP vision and mission statements
- ⇒ Effectively facilitates two-way discussion and dialogue
- ⇒ Uses multiple methods of communication to reach all audiences
- ⇒ Is culturally aware of different communication styles and works to bridge gaps
- ⇒ Resolves miscommunications immediately and appropriately

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
COMMENTS			

2. Interpersonal Relations

A leader who understands and consistently exhibits professionalism in all relationships with staff, students, parents and the community.

- ⇒ Negotiates and resolves disagreements
- ⇒ Develops and maintains effective working relationships with staff, students, parents and/or community
- ⇒ Establishes and maintains equitable professional relationships with staff
- ⇒ Remains calm in stressful situations
- ⇒ Maintains clear professional boundaries

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
---	---	--	---

COMMENTS

3. Organizational Leadership

A leader who provides organizational leadership to create and implement a vision for an effective learning and/or work environment.

- ⇒ Uses a collaborative process with all appropriate stakeholders in the creation of a vision for success within the organization
- ⇒ Ensures that policies, practices and procedures support an effective learning and/or work environment
- ⇒ Leads one's site/department team and contributes to the Eden Area ROP team
- ⇒ Meets deadlines, complete assignments and responds to communications in a timely manner
- ⇒ Plans and facilitates meetings and/or trainings

☐ Exceeds Expectations ☐ Meets Expectations ☐ Needs Improvement ☐ Unsatisfactory

COMMENTS

4. Judgement & Decision-Making

A leader who has sound judgment and makes decisions that support Eden Area ROP goals and priorities, as well as the needs of students, families, staff and community. Shared decision-making and collaboration are evident in the decision-making process.

- ⇒ Uses sound judgment and data to guide decision-making process
- ⇒ Aligns decisions with Eden Area ROP goals and priorities and the needs of the school community
- ⇒ Analyzes and develops solutions to problems the multiple ways
- ⇒ Communicates decision clearly and effectively
- ⇒ Oversees budget and appropriately allocates funding with a lens on student equity and learning outcomes

☐ Exceeds Expectations ☐ Meets Expectations ☐ Needs Improvement ☐ Unsatisfactory

COMMENTS

5. Positive Culture

A leader who promotes the success of all students and stakeholders by advocating, nurturing and sustaining a positive culture conducive to learning and professional growth.

- ⇒ Shapes a culture where high expectations are established and supported
- ⇒ Models and promotes personal and professional ethics, integrity, equity, fairness, dignity and respect
- ⇒ Places a high priority on a safe, orderly environment
- ⇒ Demonstrates strong competencies and responsiveness to different cultures, ethnicities and diverse family compositions
- ⇒ Promotes positive school image
- ⇒ Assumes positive intent and maintains a climate with a high level of trust between individuals and groups

☐ Exceeds Expectations ☐ Meets Expectations ☐ Needs Improvement ☐ Unsatisfactory

COMMENTS

6. Instructional Leadership

A leader who works under and supports an identified sound educational philosophy, provides leadership for the instructional program conducive to student and/or adult learning and improvement, and staff professional growth.

- ⇒ Understands and applies child and/or adult learning theories
- ⇒ Involves teachers and/or appropriate staff in the design, development, implementation and management of curriculum and/or training
- ⇒ Understands, models and helps to implement instructional methodology and best practices
- ⇒ Identifies, defines and correlates the relationships among the written, taught and assessed curriculum
- ⇒ Understands and implement an effective systematic professional development process for all certificated and classified staff members

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
COMMENTS			

7. Professional Competency & Growth

A leader who creates, establishes and maintains an effective learning and/or working environment. The leader understands and fairly applies all Eden Area ROP policies and rules, as well as all relevant laws to best serve the Eden Area ROP and it students. The leader must also demonstrate appropriate knowledge and skills necessary to the specific job function.

- ⇒ Develops, monitors and/or administer school or department resources
- ⇒ Maintains an appropriate and safe learning and/or work environment
- ⇒ Demonstrates knowledge of and applies established policies, rules, laws and practices
- ⇒ Monitors and evaluates staff members and programs he/she is assigned
- ⇒ Participates in appropriate professional growth activities to maintain job-related skills and implement best practices
- ⇒ Implements processes and procedures aligned with California Education Code

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
COMMENTS			

Accomplishments, Organizations & Committees

Professional Development Plan

Goals Met This Year

List of Goals for Next Year (2020-2021)

Signature Block

My signature acknowledges that I have read and discussed this evaluation with my supervisor. I know that this evaluation will become part of my personnel file and that I have the right to attach written comments within (15) fifteen days that will also be added to my file.

I acknowledge that I have seen this evaluation and have been provided with suggestions where improvement in performance is indicated. I understand that my signature does not necessarily mean I agree with this evaluation.

Employee's signature

Date

Evaluator's signature

Date



DIRECTIONS

Please evaluate the Manager on a scale of 0 (Unsatisfactory) to 4 (Outstanding) in each of the following general areas utilizing the statements listed below each area heading. Any specific comments you wish to make that relate to any of the statements may be noted by an asterisk before the statement and written at the bottom of the page by statement number. Please put an "x" in the parenthesis after the statement if you have not observed this factor.

The last page is a summary ranking with general comments.

<u>RATING SCALE</u>	
4	Outstanding
3	Above Average
2	Meets Job Requirements
1	Needs Improvement
0	Unsatisfactory

LEADERSHIP

Ability to motivate, inspire, challenge, and model behaviors for staff. Ability to keep people informed appropriately, and to express clear and concise thoughts, ideas, and directions both orally and in writing.

Management Focus

• Actively supports goals and values of the organization	4	3	2	1	0
• Demonstrates long-range, big picture approach to planning	4	3	2	1	0
• Leads/guides by example	4	3	2	1	0
• Delegates effectively	4	3	2	1	0
• Obtains positive, demonstrable results in designated areas of responsibility and established goals	4	3	2	1	0
• Exhibits adaptability to organizational change	4	3	2	1	0

Management Relations

• Projects positive image to staff, clients, and all stakeholders	4	3	2	1	0
• Maintains supportive working relationships with staff and clients	4	3	2	1	0
• Develop and maintains systems that support student outcomes	4	3	2	1	0
• Functions effectively as a member of a team	4	3	2	1	0

Oral Communication

• Gives clear, concise, and timely instructions/directions	4	3	2	1	0
• Makes effective presentations	4	3	2	1	0
• Maintains open two-way communication	4	3	2	1	0

Written Communication

- | | | | | | |
|---|---|---|---|---|---|
| • Produces clear, concise, and timely written communications | 4 | 3 | 2 | 1 | 0 |
| • Establishes and maintains high standards of written communication for staff | 4 | 3 | 2 | 1 | 0 |

Feedback

- | | | | | | |
|--|---|---|---|---|---|
| • Develops strategies to maintain or improve flow of communication | 4 | 3 | 2 | 1 | 0 |
| • Provides information in a timely manner to the right people | 4 | 3 | 2 | 1 | 0 |
| • Actively listens and effectively responds | 4 | 3 | 2 | 1 | 0 |
| • Understands and applies direction from others | 4 | 3 | 2 | 1 | 0 |
| • Gives effective praise and criticism | 4 | 3 | 2 | 1 | 0 |

PERSONNEL MANAGEMENT

Ability to set clear and realistic objectives, anticipate potential problems, organize workflow effectively and evaluate results.

Production

- | | | | | | |
|---|---|---|---|---|---|
| • Promotes and provides quality service to all stakeholders | 4 | 3 | 2 | 1 | 0 |
| • Clearly communicates job expectations and follows up in a timely manner | 4 | 3 | 2 | 1 | 0 |
| • Provides direction in setting performance objectives for staff | 4 | 3 | 2 | 1 | 0 |
| • Takes full ownership and accountability for areas of responsibility | 4 | 3 | 2 | 1 | 0 |
| • Develops effective timelines to support organization priorities | 4 | 3 | 2 | 1 | 0 |

Personnel Evaluation/Support Staff Supervision

- | | | | | | |
|--|---|---|---|---|---|
| • Establishes performance methods and measures to track and obtain desired results | 4 | 3 | 2 | 1 | 0 |
| • Provides positive and critical feedback; provides information -takes appropriate corrective action when needed | 4 | 3 | 2 | 1 | 0 |
| • Evaluates staff collaboratively and objectively | 4 | 3 | 2 | 1 | 0 |
| • Confronts personnel problems professionally and resolves them effectively | 4 | 3 | 2 | 1 | 0 |

PROGRAM MANAGEMENT

Ability to apply knowledge and skills required by the job, and keep current on trends and technical information in job area.

Application/Adaptability

- | | | | | | |
|--|---|---|---|---|---|
| • Demonstrates effective application of knowledge and skill | 4 | 3 | 2 | 1 | 0 |
| • Actively seeks to keep current on trends and technical information in job area | 4 | 3 | 2 | 1 | 0 |
| • Demonstrates a willingness to learn and master changes in area of responsibility | 4 | 3 | 2 | 1 | 0 |

Decision Making

- | | | | | | |
|---|---|---|---|---|---|
| • Identifies problem, collects data, weighs alternatives and provides solutions | 4 | 3 | 2 | 1 | 0 |
| • Designs realistic short and long range goals in alignment with the strategic plan | 4 | 3 | 2 | 1 | 0 |
| • Makes appropriate use of fiscal, material, and human resources | 4 | 3 | 2 | 1 | 0 |
| • Accepts responsibility for outcome of decisions | 4 | 3 | 2 | 1 | 0 |

SUMMARY RANKING

LEADERSHIP

- | | | |
|-----|-----------------------|---------------|
| I | Management Focus | Ranking _____ |
| II | Management Relations | Ranking _____ |
| III | Oral Communication | Ranking _____ |
| IV | Written Communication | Ranking _____ |
| V | Feedback | Ranking _____ |

PERSONNEL MANAGEMENT

- | | | |
|----|------------------------------------|---------------|
| I | Production | Ranking _____ |
| II | Personnel Evaluation/Support Stuff | Ranking _____ |

PROGRAM MANAGEMENT

- | | | |
|----|--------------------------|---------------|
| I | Application/Adaptability | Ranking _____ |
| II | Decision Making | Ranking _____ |

OVERALL RANKING: _____

OVERALL COMMENTS

(Strengths and Areas to Improve)

Evaluation Summary Rating

Outstanding: Performance within this area is consistently outstanding. Practices are demonstrated at the highest level of performance. Employee continuously seeks to expand scope of competencies and constantly undertakes additional, appropriate responsibilities.

Above Average: Performance within this function area is frequently high. Some practices are demonstrated at a high level, while others are at a consistently adequate/acceptable level. Employee frequently seeks to expand scope of competencies and often undertakes additional, appropriate responsibilities.

Meets Job Requirements: Performance within this function area is consistently adequate/acceptable. Practices fully meet all performance expectation at an acceptable level. Employee maintains an adequate scope of competencies and performs additional responsibilities as assigned.

***Needs Improvement:** Performance within this function area is sometimes inadequate/unacceptable and needs improvement. Employee requires supervision and assistance to maintain an adequate scope of competencies, and/or sometimes fails to perform additional responsibilities as assigned.

***Unsatisfactory:** Performance within this function area is consistently inadequate/unacceptable. Employee requires close and frequent supervision. Considerable improvement is necessary to fully meet minimum performance expectations.

***Note:** Below standard & Unsatisfactory requires completion of supplemental Performance Improvement Plan.

My signature indicates this evaluation has been reviewed with me and I have received the Management Employee Response Form. This evaluation will be placed in my personnel file after ten (10) days. During that ten-day period, I may submit a written response to Human Resources that will be attached to my evaluation. My signature does not necessarily indicate agreement with the contents of this evaluation.



Administrator:
Position:
Year:

Employee's Signature

Date

Evaluator's Signature

Date

Administrator:
Position:
Year:



CERTIFICATED PERFORMANCE EVALUATION

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EMPLOYEE NAME		PROGRAM	
SUPERVISOR/EVALUATOR	HIRE DATE	LAST EVALUATION DATE	
EVALUATION DATE	OBSERVATION DATE(S)		
	INFORMAL		FORMAL

PURPOSE

The purpose of the Performance Evaluation is to ensure high-quality teaching in every classroom. Teachers, mentor teachers, administrators, share responsibility for teachers' professional growth. All actions and decisions of participants are focused on achieving the best outcomes for student learning. Administrative evaluators gather and analyze evidence to inform employee evaluations through evaluation cycles based on an employee's classification, years of experience, and level of performance. Teachers set goals, receive specific feedback about areas for professional growth through formal/informal observations, and engage with supervisors in meaningful discourse about areas of strength and improvement.

DEFINITION OF CODES

DOES NOT MEET STANDARDS

U **Unsatisfactory:** Performance within this area does not meet standards. Improvement plan may be developed to correct this area.

MEETS STANDARDS

B **Beginning:** Instructor is developing a basic range of competencies in this area.
I **Intermediate:** Instructor is proficient in this area.
A **Advanced:** Instructor excels in this area.

PERFORMANCE INDICATORS

1. Engaging & Supporting All Students in Learning

- Uses knowledge of students to engage them in learning
- Connects learning to students' prior knowledge, background, life experiences and interests
- Connects subject matter to meaningful, real-life contexts
- Uses a variety of instructional strategies, resources and technologies to meet students' diverse learning needs
- Promotes critical thinking through inquiry, problem-solving and reflection
- Monitors student learning and adjusting instruction while teaching

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

2. Creating & Maintaining Effective Environments for Student Learning

- Motivates all students by positive action, encouragement and support
- Shows enthusiasm toward teaching and subject areas
- Sensitive to individual needs interests of students
- Teacher models and reinforces site and EAROP policies as they relate to student behavior
- Promotes social development and responsibility within a caring community where each student is treated fairly and Respectfully
- Creates a rigorous learning environment with high expectations that promotes student learning through a variety of instructional practices
- Establishes and maintaining learning environments that are physically, intellectually and emotionally safe
- Develops, communicates and maintains high standards for individual and group behavior
- Employs classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which our students can learn

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

3. Understanding & Organizing Subject Matter for Student Learning

- Demonstrates knowledge of subject matter, academic content standards and curriculum frameworks
- Applies knowledge of student development and proficiencies to ensure student understanding of subject matter
- Organizes curriculum to facilitate student understanding of the subject matter
- Utilizes instructional strategies that are appropriate to the subject matter
- Uses an adapting resources, technologies and standards-aligned instructional materials, including adaptive materials, to make subject matter accessible to all students
- Addresses the needs of English learners and students with special needs to provide equitable access to the content

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

4. Planning Instruction & Designing Learning Experiences for All Students

- Makes necessary preparation prior to instruction
- Uses knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction
- Establishes and articulating goals for student learning
- Develops and sequencing long-term and short-term instructional plans to support student learning
- Plans instruction that incorporates appropriate strategies to meet the learning needs of all students
- Uses instructional time to optimize learning

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

5. Assessing Students for Learning

- Recognizes the need for ongoing evaluation of student progress and re-teaching to indicated areas of need
- Applies knowledge of the purposes, characteristics and uses of different types of assessments
- Collects and analyzes assessment data from a variety of sources to inform instruction
- Reviews data, both individually and with colleagues, to monitor student learning
- Uses assessment data to establish learning goals and to plan, differentiate and modify instruction
- Involves all students and self-assessment, goal-setting and monitoring progress
- Uses available technologies to assist in assessment, analysis and communication of student learning
- Uses assessment information to share timely and comprehensible feedback with students and their families

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

6. Developing As A Professional Educator

- Reflects on teaching practice in support of student learning
- Establishes professional goals and engaging in continuous and purposeful professional growth and development
- Collaborates with colleagues and the broader professional community to support teacher and student learning
- Works with families to support student learning
- Engages local communities in support of the instructional program
- Manages professional responsibilities to maintain motivation and commitment to all students
- Demonstrates professional responsibility, integrity and ethical conduct

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

Accomplishments, Organizations & Committees

Professional Development Plan

Goals Met This Year

List of Goals for Next Year (2020-2021)

Signature Block

My signature acknowledges that I have read and discussed this evaluation with my supervisor. I know that this evaluation will become part of my personnel file and that I have the right to attach written comments within (15) fifteen days that will also be added to my file.

I acknowledge that I have seen this evaluation and have been provided with suggestions where improvement in performance is indicated. I understand that my signature does not necessarily mean I agree with this evaluation.

Employee's signature

Date

Evaluator's signature

Date

CERTIFICATED PERFORMANCE EVALUATION

EMPLOYEE NAME		PROGRAM	
SUPERVISOR/EVALUATOR	SCHOOL YEAR	EVALUATION DATE	OBSERVATION DATE

DEFINITION OF CODES:

N/A - NOT APPLICABLE
U – UNSATISFACTORY Performance within this area is consistently inadequate/unacceptable and most practices requires considerable improvement to fully meet minimum performance expectations. Teacher requires close and frequent supervision in performance of all responsibilities. Positive Assistance Tam (PAT) will be formed to develop a remediation plan.
B – BEGINNING Teacher maintains an adequate range of competencies and performs additional responsibilities as assigned.
I – INTERMEDIATE Teaching practices are demonstrated that can serve as a model for others.
A – ADVANCED Teacher seeks to expand range of competencies and undertakes additional appropriate responsibility.
E – EXEMPLARY Applicable indicators are implemented in an outstanding manner. The teacher demonstrates superior knowledge, judgement, and skills in achieving the objective. Instruction is delivered with a high degree of expertise and maximizes the quality of student learning at all times. The teacher demonstrates initiative and creativity at a level that serves as a model for other staff members.

I. PUPIL PROGRESS TOWARD ESTABLISHED STANDARDS

1. The teacher uses multiple methods to assess and monitor student progress.	
2. The teacher maintains student records to document progress.	
3. The teacher plans for student mastery of curriculum standards/standards of achievement.	
4. The teacher, when necessary, groups students for instruction based on mastery of curriculum standards/standards of achievement.	
5. The teacher communicates high expectations for student achievement.	
6. Demonstrates the ability to select appropriate sequentially organized learning activities based on individual pupil age, ability and needs.	
7. Demonstrates the ability to monitor and use I.E.P. goals and objectives and to make appropriate adjustments when necessary.	
COMMENDATIONS/RECOMMENDATIONS:	
Areas of Strength	
Areas of Growth	

II. INSTRUCTIONAL TECHNIQUES AND STRATEGIES USED BY THE TEACHER

1. The teacher interacts with students in a manner which actively involves them in learning.	
2. The teacher demonstrates understanding of the content and an awareness of ways in which skills can be learned.	

CERTIFICATED OBSERVATION REPORT

26316 HESPERIAN BLVD. HAYWARD, CA 94545 • (510) 293-2916 • WWW.EDENROP.ORG

IMPORTANT INFORMATION

INSTRUCTOR NAME		DATE	
INSTRUCTOR TITLE		EVALUATOR	
SITE		LAST FULL EVALUATION YEAR	
INFORMAL OBSERVATION DATE(S)			
FORMAL OBSERVATION DATE(S)			
PRE-OBSERVATION MEETING DATE		POST-OBSERVATION MEETING DATE	

LESSON OBSERVED			
TIME		LOCATION/SETTING	
STUDENTS PRESENT		<input type="checkbox"/> ANNOUNCED VISIT	<input type="checkbox"/> UNANNOUNCED VISIT
UNUSUAL CIRCUMSTANCES			

PURPOSE

Evaluators complete a narrative description based on a classroom observation and post-observation reflecting conference. The description contains information from observation notes, the instructor's thinking and responses, student work and quotations, and other documents gathered during the course of the observation and/or conference. The purpose of this description is to give feedback about the likely impact of teaching choices on student learning.

DEFINITION OF CODES

DOES NOT MEET STANDARDS

U	Unsatisfactory: Performance within this area does not meet standards. Improvement plan may be developed to correct this area.
----------	--

MEET STANDARDS

B	Beginning: Instructor is developing a basic range of competencies in this area.
I	Intermediate: Instructor is proficient in this area.
A	Advanced: Instructor excels in this area.

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP)

1.	ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING
2.	CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING
3.	UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING
4.	PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS
5.	ASSESSING STUDENTS FOR LEARNING

STANDARD 1**ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING**U ☐B ☐I ☐A ☐

- Uses knowledge of students to engage them in learning
- Connects learning to students' prior knowledge, background, life experiences and interests
- Connects subject matter to meaningful, real-life contexts
- Uses a variety of instructional strategies, resources and technologies to meet students' diverse learning needs
- Promotes critical thinking through inquiry, problem-solving and reflection
- Monitors student learning and adjusting instruction while teaching

STANDARD 2**CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**U ☐B ☐I ☐A ☐

- Motivates all students by positive action, encouragement and support
- Shows enthusiasm toward teaching and subject areas
- Sensitive to individual needs interests of students
- Teacher models and reinforces site and EAROP policies as they relate to student behavior
- Promotes social development and responsibility within a caring community where each student is treated fairly and respectfully
- Creates a rigorous learning environment with high expectations that promotes student learning through a variety of instructional practices
- Establishes and maintaining learning environments that are physically, intellectually and emotionally safe
- Develops, communicates and maintains high standards for individual and group behavior
- Employs classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which our students can learn

STANDARD 3

UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

U ☐

B ☐

I ☐

A ☐

- Demonstrates knowledge of subject matter, academic content standards and curriculum frameworks
- Applies knowledge of student development and proficiencies to ensure student understanding of subject matter
- Organizes curriculum to facilitate student understanding of the subject matter
- Utilizes instructional strategies that are appropriate to the subject matter
- Uses an adapting resources, technologies and standards-aligned instructional materials, including adaptive materials, to make subject matter accessible to all students
- Addresses the needs of English learners and students with special needs to provide equitable access to the content

STANDARD 4

PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

U ☐

B ☐

I ☐

A ☐

- Makes necessary preparation prior to instruction
- Uses knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction
- Establishes and articulating goals for student learning
- Develops and sequencing long-term and short-term instructional plans to support student learning
- Plans instruction that incorporates appropriate strategies to meet the learning needs of all students
- Uses instructional time to optimize learning

STANDARD 5

ASSESSING STUDENTS FOR LEARNING

U ☐

B ☐

I ☐

A ☐

- Recognizes the need for ongoing evaluation of student progress and re-teaching to indicated areas of need
- Applies knowledge of the purposes, characteristics and uses of different types of assessments
- Collects and analyzes assessment data from a variety of sources to inform instruction
- Reviews data, both individually and with colleagues, to monitor student learning
- Uses assessment data to establish learning goals and to plan, differentiate and modify instruction
- Involves all students and self-assessment, goal-setting and monitoring progress
- Uses available technologies to assist in assessment, analysis and communication of student learning
- Uses assessment information to share timely and comprehensible feedback with students and their families

COMMENDATIONS & RECOMMENDATIONS

SIGNATURE BLOCK

Instructor's signature indicates that the instructor has read and reviewed the final evaluation report, not necessarily that the instructor concurs with the contents. Instructors may choose to attach comments.

Employee's Signature: _____ Date: _____

Supervisor/Evaluator's Signature: _____ Date: _____

SUPERINTENDENT'S INITIALS

ORIGINAL: HR COPIES: EVALUATOR & INSTRUCTOR

ADMINISTRATIVE CLASSROOM OBSERVATION REPORT

EMPLOYEE NAME			PROGRAM	
SUPERVISOR/EVALUATOR		SCHOOL YEAR	OBSERVATION DATE	
SCHEDULED OBSERVATION	UNSCHEDULED OBSERVATION	NUMBER OF STUDENTS	TIME IN	TIME OUT

DEFINITION OF CODES:

N/A - NOT APPLICABLE
U - UNSATISFACTORY Performance within this area is consistently inadequate/unacceptable and most practices requires considerable improvement to fully meet minimum performance expectations. Teacher requires close and frequent supervision in performance of all responsibilities. Positive Assistance Tam (PAT) will be formed to develop a remediation plan.
B - BEGINNING Teacher maintains an adequate range of competencies and performs additional responsibilities as assigned.
I - INTERMEDIATE Teaching practices are demonstrated that can serve as a model for others.
A - ADVANCED Teacher seeks to expand range of competencies and undertakes additional appropriate responsibility
E - EXEMPLARY Applicable indicators are implemented in an outstanding manner. The employee demonstrates superior knowledge, judgement, and skills in achieving the objective. Instruction is delivered with a high degree of expertise and maximises the quality of student learning at all times. The teacher demonstrates initiative and creativity at a level that serves as a model for other staff members

CLASS OR SUBJECT:	
1. Teacher has clearly defined instructional objectives for the lessons.	
2. Teacher uses/designs tests and discussion questions with attention to individual differences. <ul style="list-style-type: none"> Analyzes students needs by: student's work, observation & testing Provides for individual student's needs by assignment of meaningful learning task and selection of appropriate materials 	
3. Teacher effectively uses appropriate teaching strategies and instructional materials. <ul style="list-style-type: none"> Utilizes available instructional resources. Involves students in the teaching/learning process. Recognizes the necessity of constant reinforcement. Recognizes the need for ongoing evaluation of student progress and re-teaching to indicated areas of need. 	
Teacher effectively organizes, prepares and presents appropriate lessons. <ul style="list-style-type: none"> Provides stimulating learning experiences. Encourages and provides ample opportunities for student participation in classroom activities. Shows enthusiasm toward teaching and subject areas. Provides work that is challenging and allows for success. Sensitive to individual needs interests of students. 	
5. Teacher makes maximum use of instructional time. <ul style="list-style-type: none"> The sequence of instruction is logical The scope of the instruction is adequate Observations indicate that the instruction is toward stated objectives. 	

6. Teacher displays appropriate knowledge of subject matter.	
7. Teacher monitors and regulates the pace and progress of instruction. <ul style="list-style-type: none"> • Provides opportunity for all students to participate. • Actions of teacher indicate acceptance of all students. • Provides needed encouragement and support to all students. 	
8. Teacher maintains effective classroom control and an orderly learning environment. <ul style="list-style-type: none"> • Maintains efficient and orderly routines. • Makes necessary preparation prior to instruction. • Teacher is consistent in his/her expectations. • Teacher follows site and ROP policies as they relate to student behavior. • Teacher exemplifies expected student behavior. 	
9. Teacher maintains physical classroom environment which is conducive to learning. <ul style="list-style-type: none"> • Is considerate of student physical comfort. • Bulletin boards are up-to-date and relevant to current classroom activities. • Furniture is arranged in a functional manner. • Classroom is neat and orderly at the end of instructional activities or class period. 	
10. Teacher and students function in atmosphere of mutual respect. <ul style="list-style-type: none"> • Accepting of all students. • Displays enthusiasm. • Student to student relationship is cooperative and courteous. • Motivates students by positive action. 	

OBSERVER COMMENTS:

SUGGESTIONS:

TEACHER COMMENTS:

Remediation plan attached for area marked as UNSATISFACTORY.

DATE OF POST CONFERENCE:

SIGNATURE BLOCK

A copy of this document will be filed in your personnel file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to your evaluator within fifteen (15) working days from the date below.

I acknowledge that I have seen this evaluation and have been provided with suggestions where improvement in performance is indicated. I understand that my signature does not necessarily mean I agree with this evaluation.

Employee's signature

Date

Administrator's signature

Date

CLASSIFIED PERFORMANCE EVALUATION

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2916 • www.edenrop.org

EMPLOYEE NAME			TITLE	
SUPERVISOR/EVALUATOR			HIRE DATE	EVALUATION DATE
PROBATIONARY EMPLOYEE EVALUATION			EVALUATION PERIOD	
Three month <input type="checkbox"/>	Sixth Month <input type="checkbox"/>	Eleventh Month <input type="checkbox"/>	From:	To:

PERFORMANCE INDICATORS

1. Knowledge of Duties

- Demonstrates clear understanding of all job duties.
- Performs all assigned job duties and responsibilities.
- Demonstrates in-depth knowledge and technical skills.
- Learns applicable new skills and procedures.

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
<p>Demonstrates deep understanding of assigned work and its impact on others.</p> <p>Work assignments are always completed on time and to very high standards.</p> <p>Serves as a reliable resource to others regarding work processes and procedures.</p> <p>Strives to improve processes, procedures and routines.</p>	<p>Exhibits clear understanding of assigned work and its impact on others.</p> <p>Regularly executes work assignments</p> <p>Learns and applies new processes and procedures.</p>	<p>Inconsistently demonstrates understanding of assigned work and its impact on others.</p> <p>Needs direction to execute assigned work.</p>	<p>Performance does not exhibit an understanding of assigned work and its relationship to other areas.</p> <p>Considerable assistance is needed to accomplish work assignments.</p>

2. Quality of Work & Accuracy

- Performs competently with accuracy and thoroughness.
- Uses creativity as appropriate.
- Keeps accurate records.

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Consistently produces work of high-quality, exceeding expectations for accuracy and detail. Consistently exhibits skill in achieving work quality standards.	Produces work that meets quality expectations for accuracy. Work rarely needs to be modified. Demonstrates ability to meet work quality standards.	Inconsistently produces work that meets quality expectations for accuracy. Work needs to be redone. Displays a basic understanding of work quality standards.	Work produced is of unacceptable quality. Work frequently needs to be redone. Work is rarely accurate or thorough.

3. Attendance & Punctuality

- Schedules and uses leave in an appropriate manner that is sensitive to the department and workload priorities.
- Adheres to work schedule.
- Reports to work on time.

	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
	Works within district attendance guidelines.	Absence and/or tardiness may interfere with job performance. Inconsistently complies with leave and reporting procedures. Develops a pattern of use with sick leave and/or unpaid personal leaves.	Absences and/or tardiness are frequent and interfere with job performance. Leave and reporting procedures are not followed.

4. Planning, Organization and Follow Through

- Prioritizes and organizes tasks effectively.
- Readiness and ability to take action which improves the efficiency of the department and organization as a whole.

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Consistently anticipates long-range challenges and opportunities when setting work goals and priorities. Organizes work to a level exceeding expectations and maximizes productivity. Consistently monitors progress and adjusts as necessary.	Regularly anticipates long-range challenges and opportunities when setting work goals and priorities. Level of organization meets expectations for the position. Regularly monitors progress and adjusts as necessary.	Requires support in planning and organizing for long-range challenges and in setting work goals and priorities. Occasionally monitors progress or makes adjustment.	A lack of planning for long-range challenges and opportunities is negatively affects results. Organization skills are lacking. Follow through is lacking and results in a failure to meet work goals.

5. Cooperative & Team Player

- Collaborates with others to complete tasks.
- Demonstrates a responsive and positive attitude towards work.
- Is accommodating and dependable.
- Solves problems effectively.
- Shares job knowledge and experience to increase efficiency and productivity.

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
When appropriate, initiates collaboration with others to complete tasks and solve problems. Models sharing job knowledge and experience with others to promote overall efficiency and productivity.	When appropriate collaborates with others to complete tasks and solve problems. Shares job knowledge and experience with others to promote overall efficiency and productivity.	Only occasionally collaborates with others, but not as often as needed. Reluctant to perform as team member. Occasionally shares job knowledge and experience.	There is little to no collaboration. Job knowledge and experience are not shared with others.

6. Effectiveness & Efficiency

- Demonstrates the ability to use time wisely in producing the volume of work required for the position.
- Completes work within time limits.

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Results routinely exceed expectations in terms of time usage and quantity produced. Consistently exceeds production standards expected of position. Requests additional tasks when assigned work is completed.	Completes assigned work and uses time wisely. Meets production standards expected of position. Completes assigned tasks.	Uses time inefficiently and volume of work is insufficient. Has difficulty meeting production standards expected of the position. Often needs reminders to complete assigned tasks.	Fails to use time efficiently. Unable to work on multiple tasks. Fails to meet production standards expected of the position. Tasks are not completed. Work is rarely accomplished without close supervision.

7. Interpersonal Communication Skills and Professionalism

- Understands and follows instructions. Ask questions when needed.
- Responds to requests in a timely manner with complete information.
- Treats all persons with respect and civility.
- Develops and maintain professional relationships with colleagues and the public.
- Communicates in an open, courteous, tactful and constructive manner using effective written and verbal communication skills.
- Exhibits professional demeanor appropriate to position.

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
<p>Consistently understands and follows instructions, and assists others.</p> <p>Checks for understanding and anticipates questions needing answers.</p> <p>Anticipates requests and provides needed information before it is requested.</p> <p>Consistently treats all people with respect and civility.</p> <p>Communicates with courtesy, tact and a constructive manner to all, even in the face of adversity.</p> <p>Initiates and maintains open communication.</p> <p>Models professional demeanor and language.</p>	<p>Understands and follows instructions.</p> <p>Listens carefully and asks questions when needed.</p> <p>Responds to requests in a timely manner and provides complete information.</p> <p>Treats all people with respect and civility.</p> <p>Communicates with courtesy, tact and a constructive manner to all.</p> <p>Demonstrates open communication.</p> <p>Exhibits professional demeanor appropriate to position, including dress and language.</p>	<p>Shows some understanding and may follow some instructions.</p> <p>Occasionally listens carefully, may or may not ask questions when needed.</p> <p>Occasionally responds to requests in a timely and complete manner.</p> <p>Communication lacks one of the following qualities: courtesy, tact or a constructive manner.</p> <p>Occasionally avoids open communication. Inconsistently treats people with respect and civility.</p> <p>Inconsistently develops and maintains professional and public relationships.</p> <p>Occasionally exhibits professional demeanor appropriate to position, including dress and language.</p>	<p>Instructions are not followed.</p> <p>Attentiveness in communication is lacking and questions are not asked.</p> <p>Requests are rarely responded to and/or the response is incomplete.</p> <p>Treatment of others lacks civility.</p> <p>Professional and public relationships are neither developed nor maintained.</p> <p>Communication lacks more than one of the following qualities: courtesy, tact or a constructive manner.</p> <p>Avoids open communication.</p> <p>Lacks appropriate and professional demeanor, including dress and language.</p>

8. Flexibility & Adaptability

- Demonstrates the ability to accommodate unexpected changes in the work routine.
- Demonstrates a willingness to change or compromise to benefit the department or organization.
- Adapts to change in job duties.

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
<p>Consistently goes above and beyond to meet the demands of the unexpected.</p> <p>Responds confidently to the demands of work when confronted with change, adversity and other challenges.</p>	<p>Modifies behavior and work methods in response to the unexpected.</p> <p>Demonstrates flexibility in order to accommodate special circumstances.</p> <p>Readily adapts to changes in job duties.</p> <p>Accepts suggestions and takes steps to implement changes in responsibilities, methods and procedures.</p>	<p>Has difficulty responding to changing conditions in the work place.</p> <p>Occasionally demonstrates flexibility in order to accommodate special circumstances.</p> <p>Occasionally adapts to changes in job duties.</p> <p>Occasionally accepts suggestions to implement changes in responsibilities, methods and procedures.</p>	<p>Unable or unwilling to respond to changing conditions in the work place.</p> <p>Flexibility is not demonstrated in response to special circumstances.</p> <p>Changes in job duties met with resistance.</p> <p>Suggestions to implement changes in responsibilities, methods and procedures are ignored.</p>

9. Safe Work Habits

- Applies appropriate policies, procedures, work rules and safety practices.

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
<p>Practices safe work habits.</p> <p>Actively inquires about, understands and adheres to policies, work rules and safe practices.</p> <p>Identifies unsafe conditions and recommends solutions.</p>	<p>Practices safe work habits.</p> <p>Understands and follows policies, work rules and safe practices without supervision.</p>	<p>Understands most policies, work rules and safe practices but does not routinely follow them without input from their supervisor.</p>	<p>Many policies, work rules and safe practices are not followed.</p>

10. Initiative, Resourcefulness, Judgement & Accountability

- Demonstrates ability to make responsible and informed decisions without relying solely on directives from supervisor.
- Demonstrates ownership and task-orientation in work.
- Requires minimal supervision and is able to work well independently.
- Makes sound decisions under normal and unusual circumstances.

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
<p>Able to self-monitor and direct.</p> <p>Always takes initiative and works well independently.</p> <p>Thinks outside the box and consistently looks for ways to improve processes and procedures.</p> <p>When assigned work is completed, takes on additional tasks without waiting to be asked.</p> <p>Takes ownership of projects, tasks and responsibilities.</p> <p>Makes sound decisions, anticipates needs, uses good judgement and assists or models for others the use of these skills.</p>	<p>Able to accomplish tasks with little or no direction.</p> <p>When assigned work is completed does other tasks when asked.</p> <p>Takes initiative when necessary; sets example of self-reliance.</p> <p>Makes sound decisions, anticipates needs and uses good judgement.</p>	<p>Completes assigned work with some direction.</p> <p>With supervision or direction will perform other tasks when assigned work is completed.</p> <p>Seldom takes initiative; does not take proactive measures to complete tasks.</p> <p>Relies heavily on the expertise of others.</p> <p>Occasionally makes inappropriate decisions, sometimes fails to anticipate needs and uses poor judgement.</p>	<p>Work is not completed without close supervision and direction.</p> <p>Tasks other than those directly assigned are either avoided or overlooked.</p> <p>Does not take proactive measures to complete tasks.</p> <p>Lacks ability to deal with unexpected situations independently.</p> <p>Makes inappropriate decisions, sometimes fails to anticipate needs and uses poor judgement.</p>

11. Other Performance Indicators (separately list all those that apply)

- CONFIDENTIALITY: Exercises discretion and safeguards confidential information
- PROFESSIONAL DEVELOPMENT
- PUBLIC SPEAKING

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Remarks:			

Summary

REFLECTION & REVIEW (GOALS MET THIS YEAR 2018-2019)

- 1.
- 2.
- 3.
- 4.

LOOKING FORWARD (GOALS FOR YEAR 2019-2020)

- 1.
- 2.
- 3.
- 4.

Signature Block

☐ I agree with this evaluation ☐ I disagree with this evaluation
no comment ☐ I have read the evaluation & have

My signature acknowledges that I have read and discussed this evaluation with my supervisor. I know that this evaluation will become part of my personnel file and that I have the right to attach written comments within ten days that will also be added to my file.

Employee's signature

Date

My signature indicates that I have discussed this Performance Evaluation with the employee.

Evaluator's signature

Date

Instructions to Personnel

Action Recommended – Probationary			Action Recommended – Permanent		
	Yes	No	<input type="checkbox"/> Annual Evaluation – no action required	Yes	No
Continuation recommended			Step increase recommended		
Permanence and Step increase recommended on anniversary					
Dismissal recommended					

CLASSIFIED PERFORMANCE EVALUATION

EMPLOYEE NAME			TITLE	
SUPERVISOR/EVALUATOR			HIRE DATE	EVALUATION DATE
PROBATIONARY EMPLOYEE EVALUATION			EVALUATION PERIOD	
Three month <input type="checkbox"/>	Sixth Month <input type="checkbox"/>	Eleventh Month <input type="checkbox"/>	From:	To:

PERFORMANCE INDICATORS

1. KNOWLEDGE OF DUTIES

Demonstrates clear understanding and ability to perform the assigned job duties and has in-depth knowledge and technical expertise. Learns and masters applicable new skills and procedures.

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Demonstrates a mastery of breadth and depth of knowledge. Is regarded as an expert.	Has good knowledge of job responsibilities and meets standards.	Deficient in knowledge and has limited awareness of job duties.	Lacks required knowledge to perform job. Work is consistently below standards.

Remarks:

2. QUALITY OF WORK/ACCURACY

Performs at a high level of competency, accuracy and thoroughness. Uses initiative and creativity as appropriate in providing service.

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Demonstrates exemplary work and a high level of accuracy and creativity. Work is consistently of high quality.	Produces quality results. Work is accurate and thorough. Pays attention to detail.	Quality of work is below standard. Requires direction.	Accuracy and competency is not demonstrated. Constant supervision is required.

Remarks:

3. ATTENDANCE/PUNCTUALITY

Schedules and uses leave in an appropriate manner that is sensitive to the department and workload priorities. Adheres to work schedule; reports to work on time.

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Attendance is exemplary.	Attendance is reliable.	Frequently late/absent from work.	High absenteeism. Ignores leave guidelines. Absenteeism adversely affects work environment.

Remarks:

4. FOLLOW THROUGH/PRIORITIZE

Demonstrates good judgment in planning, organizing, and completing work

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Demonstrates exemplary skills in planning and organizing the completion of work.	Plans, organizes and completes work.	Insufficiently plans, is disorganized and completion of work is inconsistent.	Fails to plan, to organize and to complete work as required.

Remarks:

5. COOPERATIVE/TEAM PLAYER

Works well and effectively with others; responsive, positive attitude towards work; ability and willingness to work with associates, administrators and subordinates towards common goals; accommodating and dependable.

<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Actively works with others to accomplish common tasks and reach goals.	Works well as a team member and contributes to the goal.	Reluctant to perform as team member. Unwilling to work with others towards common goals.	Uncooperative and will not perform as a team member. Action is detrimental to accomplishing goals.

Remarks:

6. EFFECTIVENESS/EFFICIENCY			
Demonstrates the ability to use time wisely in producing the volume or quantity of work required for the position.			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Results routinely exceed expectations in terms of time usage and quantity produced.	Completes assigned work and uses time wisely.	Uses time inefficiently and volume of work is insufficient.	Fails to accomplish tasks. Fails to use time efficiently. Unable to work on multiple tasks.
Remarks:			
7. FLEXIBILITY			
Demonstrates the ability to accommodate unexpected changes in the work routine.			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Consistently goes above and beyond to meet the demands of the unexpected.	Appropriately modifies behavior and work methods in response to the unexpected.	Has difficulty in responding to changing conditions in the work place.	Unable or unwilling to respond to changing conditions in the work place.
Remarks:			
8. INTERPERSONAL/COMMUNICATION SKILLS			
The ability to listen, hear and respond in a sensitive, meaningful way that enhances mutual respect with others as the employee carries out his/her responsibilities.			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Promotes and builds excellent relationships with others.	Listens and responds effectively. Demonstrates respect for coworkers and others.	Lack of effective communication skills negatively impacts job performance.	Insensitive communication skills that cause conflict.
Remarks:			
9. ADAPTABILITY			
Demonstrates the ability to learn new tasks, develop new skills and to accept new ideas as the work environment changes over time.			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Keeps abreast of current trends in area of expertise. Initiates the opportunity to adapt and to learn new tasks.	Readily learns new tasks to keep current. Open to change and new ideas.	Is reluctant to adapt to a changing work environment.	Does not adapt to a changing work environment. .
Remarks:			
10. SAFE WORK HABITS			
Understanding and application of safe practices; observes safety rules. (i.e. lifting, storing, ergonomics, etc.)			
<input type="checkbox"/> Outstanding	<input type="checkbox"/> Good Solid Performance	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Models safe work habits Identifies unsafe conditions and recommends solutions.	Practices safe work habits.	Neglects prescribed safety policies and procedures that define safe work habits.	Puts oneself, others and/or ROP at serious risk by failing to practice or ignoring safe work habits.
Remarks:			
11. LEADERSHIP/SUPERVISION (IF APPLICABLE)			
Effectively assigns and delegates work in a manner that promotes productive and quality work; motivates others to realize their potential; oversees systems/operations effectively.			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Demonstrates good supervisory skills in directing and assigning work; is fair, consistent, and responsible; perceived as a leader by work group.	Takes initiative when necessary; sets example of self reliance and leadership; makes sound decisions; uses good judgment in the delegation or assignment of work.	Seldom takes initiative; cannot effectively delegate or assign work; perceived as unfair.	Uses bad, uninformed judgments and recommendations; fails to develop team among work unit; neglects oversight of operations.
Remarks:			
12. OTHER PERFORMANCE INDICATORS (SEPARATELY LIST ALL THOSE THAT APPLY)			
<input type="checkbox"/> Outstanding	<input type="checkbox"/> Good Solid Performance	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unacceptable
Remarks:			

SUMMARY

SIGNATURE BLOCK

☐ I agree with this evaluation
 ☐ I disagree with this evaluation
 ☐ I have read the evaluation & have no comment

My signature acknowledges that I have read and discussed this evaluation with my supervisor. I know that this evaluation will become part of my personnel file and that I have the right to attach written comments within ten days that will also be added to my file.

Employee's signature

Date

My signature indicates that I have discussed this Performance Evaluation with the employee.

Evaluator's signature

Date

INSTRUCTIONS TO PERSONNEL

Action Recommended – Probationary			Action Recommended – Permanent		
			<input type="checkbox"/> Annual Evaluation – no action required		
	Yes	No		Yes	No
Continuation recommended			Step increase recommended		
Permanence and Step increase recommended on anniversary					
Dismissal recommended					

CERTIFICATED OBSERVATION & PERFORMANCE EVALUATION

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2916 • www.edenrop.org

EMPLOYEE NAME		PROGRAM	
SUPERVISOR/EVALUATOR	HIRE DATE	LAST EVALUATION DATE	
EVALUATION DATE	OBSERVATION DATE(S)		
	INFORMAL		FORMAL

PURPOSE

The purpose of the Performance Evaluation is to ensure high-quality teaching in every classroom. Teachers, mentor teachers, administrators, share responsibility for teachers' professional growth. All actions and decisions of participants are focused on achieving the best outcomes for student learning. Administrative evaluators gather and analyze evidence to inform employee evaluations through evaluation cycles based on an employee's classification, years of experience, and level of performance. Teachers set goals, receive specific feedback about areas for professional growth through formal/informal observations, and engage with supervisors in meaningful discourse about areas of strength and improvement.

DEFINITION OF CODES

DOES NOT MEET STANDARDS	
U	Unsatisfactory: Performance within this area does not meet standards. Improvement plan may be developed to correct this area.
MEETS STANDARDS	
B	Beginning: Instructor is developing a basic range of competencies in this area.
I	Intermediate: Instructor is proficient in this area.
A	Advanced: Instructor excels in this area.

PERFORMANCE INDICATORS

1. Engaging & Supporting All Students in Learning

- Uses knowledge of students to engage them in learning
- Connects learning to students' prior knowledge, background, life experiences and interests
- Connects subject matter to meaningful, real-life contexts
- Uses a variety of instructional strategies, resources and technologies to meet students' diverse learning needs
- Promotes critical thinking through inquiry, problem-solving and reflection
- Monitors student learning and adjusting instruction while teaching

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

2. Creating & Maintaining Effective Environments for Student Learning

- Motivates all students by positive action, encouragement and support
- Shows enthusiasm toward teaching and subject areas
- Sensitive to individual needs interests of students
- Teacher models and reinforces site and EAROP policies as they relate to student behavior
- Promotes social development and responsibility within a caring community where each student is treated fairly and respectfully
- Creates a rigorous learning environment with high expectations that promotes student learning through a variety of instructional practices
- Establishes and maintaining learning environments that are physically, intellectually, and emotionally safe
- Develops, communicates, and maintains high standards for individual and group behavior
- Employs classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which our students can learn

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

3. Understanding & Organizing Subject Matter for Student Learning

- Demonstrates knowledge of subject matter and curriculum frameworks
- Applies knowledge of student development and proficiencies to ensure student understanding of subject matter
- Organizes curriculum to facilitate student understanding of the subject matter
- Utilizes instructional strategies that are appropriate to the subject matter
- Uses adapting resources and technologies to help make subject matter accessible to students

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

4. Planning Instruction & Designing Learning Experiences for All Students

- Makes necessary preparation prior to instruction
- Uses knowledge of students' academic readiness, language proficiency, cultural background and individual development to plan instruction
- Establishes and articulates goals for student learning
- Develops and sequences long-term and short-term instructional plans to support student learning
- Plans instruction that incorporates appropriate strategies to help the learning needs of students
- Uses instructional time to optimize learning

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

5. Assessing Students for Learning

- Recognizes the need for ongoing evaluation of student progress and re-teaching to indicated areas of need
- Applies knowledge of the purposes, characteristics and uses of different types of assessments
- Collects and analyzes assessment data from a variety of sources to inform instruction
- Reviews data, both individually and with colleagues, to monitor student learning
- Uses assessment data to establish learning goals and to plan, differentiate and modify instruction
- Involves all students and self-assessment, goal-setting and monitoring progress
- Uses available technologies to assist in assessment, analysis and communication of student learning
- Uses assessment information to share timely and comprehensible feedback with students

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

6. Developing as a Professional Educator

- Reflects on teaching practice in support of student learning
- Establishes professional goals and engaging in continuous and purposeful professional growth and development
- Collaborates with colleagues and the broader professional community to support teacher and student learning
- Manages professional responsibilities to maintain motivation and commitment to all students
- Demonstrates professional responsibility, integrity and ethical conduct

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

Accomplishments, Organizations & Committees

Professional Development Plan

Goals Met This Year

List of Goals for Next Year (2020-2021)

Signature Block

My signature acknowledges that I have read and discussed this evaluation with my supervisor. I know that this evaluation will become part of my personnel file and that I have the right to attach written comments within (15) fifteen days that will also be added to my file.

I acknowledge that I have seen this evaluation and have been provided with suggestions where improvement in performance is indicated. I understand that my signature does not necessarily mean I agree with this evaluation.

Employee's signature

Date

Evaluator's signature

Date

CAREER COUNSELOR PERFORMANCE EVALUATION

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2916 • www.edenrop.org

EMPLOYEE NAME	SUPERVISOR/EVALUATOR	
Laura Jagroop	Marketing Instructor	
EVALUATION DATE	HIRE DATE	LAST EVALUATION DATE
Lauren Kelly	8/1/16	

PURPOSE

The purpose of the Performance Evaluation is to ensure high-quality teaching in every classroom. Teachers, mentor teachers, counselors and administrators share responsibility for teachers' professional growth. All actions and decisions of participants are focused on achieving the best outcomes for student learning. Administrative evaluators gather and analyze evidence to inform employee evaluations through evaluation cycles based on an employee's classification, years of experience, and level of performance. Teachers set goals, receive specific feedback about areas for professional growth through formal/informal observations, and engage with supervisors in meaningful discourse about areas of strength and improvement.

DEFINITION OF CODES

DOES NOT MEET STANDARDS

U Unsatisfactory: Performance within this area does not meet standards. Improvement plan may be developed to correct this area.

MEETS STANDARDS

B Beginning: Instructor is developing a basic range of competencies in this area.

I Intermediate: Instructor is proficient in this area.

A Advanced: Instructor excels in this area.

PERFORMANCE INDICATORS

1. Engage, Advocate For & Supporting All Students in Learning

- Ensure all students are engaged in a system of support designed for learning and academic success
- Advocate for educational opportunity, equity and access for all students
- Advocate for the learning and academic success of all students
- Identify student problems in their earliest stages and implement prevention and intervention strategies

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

2. Plan, Implement & Evaluate Programs to Promote Academic, Career, Personal & Social Development of All Students

- Demonstrate organization skills
- Develop outcome-based programs
- Assess program outcomes and analyze data
- Demonstrate leadership in program development

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

3. Utilize Multiple Sources of Information to Monitor & Improve Student Behavior & Achievement

- Assess student characteristics and utilize the information to plan for individual student growth and achievement
- Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans
- Monitor student personal, academic, and career progress

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

4. Collaborate & Coordinate With School & Community Resources

- Build and maintain student support teams for student achievement
- Provide consultation and education for teachers and parents
- Develop working relationships within the school that include school staff members, parents, and community members
- Coordinate support from community agencies Uses instructional time to optimize learning

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

5. Promote & Maintain a Safe Learning Environment for All Students

- Promote a positive, safe, and supportive learning environment
- Develop and implement programs that address the personal and social risk factors of students
- Develop and implement programs that reduce the incidence of school site violence
- Incorporate models of systemic school safety that address elements of prevention, intervention and treatment into the school system

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

6. Developing As a Professional School Counselor

- Establish professional goals and pursue opportunities to improve
- Model effective practices and continuous progress in school counseling
- Adhere to professional codes of ethics, legal mandates, and district policies

MEETS STANDARDS			DOES NOT MEET STANDARDS
<input type="checkbox"/> Advanced	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Beginning	<input type="checkbox"/> Unsatisfactory

Accomplishments, Organizations & Committees

Professional Development Plan

Goals Met This Year

List of Goals for Next Year (2020-2021)

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Employee's signature

Date

Evaluator's signature

Date

CLASSIFIED ADMINISTRATOR PERFORMANCE EVALUATION

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2916 • www.edenrop.org

EMPLOYEE NAME	TITLE	
SUPERVISOR/EVALUATOR	HIRE DATE	LAST EVALUATION DATE

ADMINISTRATOR PERFORMANCE EXPECTATIONS

1. Communication

A leader who communicates consistently and effectively in a clear, positive and well-organized manner to a broad constituency of staff, students, parents and community.

- ⇒ Communicates and models Eden Area ROP vision and mission statements
- ⇒ Effectively facilitates two-way discussion and dialogue
- ⇒ Uses multiple methods of communication to reach all audiences
- ⇒ Is culturally aware of different communication styles and works to bridge gaps
- ⇒ Resolves miscommunications immediately and appropriately

COMMENTS

2. Interpersonal Relations

A leader who understands and consistently exhibits professionalism in all relationships with staff, students, parents and the community.

- ⇒ Negotiates and resolves disagreements
- ⇒ Develops and maintains effective working relationships with staff, students, parents and/or community
- ⇒ Establishes and maintains equitable professional relationships with staff
- ⇒ Remains calm in stressful situations
- ⇒ Maintains clear professional boundaries

COMMENTS

3. Organizational Leadership

A leader who provides organizational leadership to create and implement a vision for an effective learning and/or work environment.

- ⇒ Uses a collaborative process with all appropriate stakeholders in the creation of a vision for success within the organization
- ⇒ Ensures that policies, practices and procedures support an effective learning and/or work environment
- ⇒ Leads one's site/department team and contributes to the Eden Area ROP team
- ⇒ Meets deadlines, complete assignments and responds to communications in a timely manner
- ⇒ Plans and facilitates meetings and/or trainings

COMMENTS

4. Judgement & Decision-Making

A leader who has sound judgment and makes decisions that support Eden Area ROP goals and priorities, as well as the needs of students, families, staff and community. Shared decision-making and collaboration are evident in the decision-making process.

- ⇒ Uses sound judgment and data to guide decision-making process
- ⇒ Aligns decisions with Eden Area ROP goals and priorities and the needs of the school community
- ⇒ Analyzes and develops solutions to problems the multiple ways
- ⇒ Communicates decision clearly and effectively
- ⇒ Oversees budget and appropriately allocates funding with a lens on student equity and learning outcomes

COMMENTS

5. Positive Culture

A leader who promotes the success of all students and stakeholders by advocating, nurturing and sustaining a positive culture conducive to learning and professional growth.

- ⇒ Shapes a culture where high expectations are established and supported
- ⇒ Models and promotes personal and professional ethics, integrity, equity, fairness, dignity and respect
- ⇒ Places a high priority on a safe, orderly environment
- ⇒ Demonstrates strong competencies and responsiveness to different cultures, ethnicities and diverse family compositions
- ⇒ Promotes positive school image
- ⇒ Assumes positive intent and maintains a climate with a high level of trust between individuals and groups

COMMENTS

6. Instructional Leadership

A leader who works under and supports an identified sound educational philosophy, provides leadership for the instructional program conducive to student and/or adult learning and improvement, and staff professional growth.

- ⇒ Understands and applies child and/or adult learning theories
- ⇒ Involves teachers and/or appropriate staff in the design, development, implementation and management of curriculum and/or training
- ⇒ Understands, models and helps to implement instructional methodology and best practices
- ⇒ Identifies, defines and correlates the relationships among the written, taught and assessed curriculum
- ⇒ Understands and implement an effective systematic professional development process for all certificated and classified staff members

COMMENTS

7. Professional Competency & Growth

A leader who creates, establishes and maintains an effective learning and/or working environment. The leader understands and fairly applies all Eden Area ROP policies and rules, as well as all relevant laws to best serve the Eden Area ROP and its students. The leader must also demonstrate appropriate knowledge and skills necessary to the specific job function.

- ⇒ Develops, monitors and/or administers school or department resources
- ⇒ Maintains an appropriate and safe learning and/or work environment
- ⇒ Demonstrates knowledge of and applies established policies, rules, laws and practices
- ⇒ Monitors and evaluates staff members and programs he/she is assigned
- ⇒ Participates in appropriate professional growth activities to maintain job-related skills and implement best practices
- ⇒ Implements processes and procedures aligned with California Education Code

COMMENTS

Accomplishments, Organizations & Committees

Professional Development Plan

Goals Met This Year

List of Goals for Next Year (2020-2021)

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Employee's signature

Date

Evaluator's signature

Date



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Evan Goldberg, Grant Coordinator
SUBJECT: 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

BACKGROUND

This past year, the Alameda County Workforce Development Board held discussions with the Eden Area ROP as a potential contractor for their Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program for 2019-2020, after their past contractor relinquished their contract. This contract codifies our agreements in working together.

CURRENT SITUATION

The Alameda County Workforce Development Board is contracting with the Eden Area ROP for Youth Innovation Program (WIOA) services. Services include enrollment, assessment, individual service, case management and supportive services for 40 youth for the 2019-2020 fiscal year.

Fiscal Impact: The Eden Area ROP will receive up to \$100,946 for Youth Innovation Program (WIOA) services.

RECOMMENDATION

It is recommended that the Governing Board 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.

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of July 1, 2019, is by and between the Alameda County Workforce Development Board hereinafter referred to as the “County”, and Eden Regional Occupational Program (Eden ROP), hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain workforce development services which are more fully described in Exhibit A hereto (“Youth and Young Adult Workforce Development Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Youth and Young Adult Workforce Development Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services (Scope of Work)
Exhibit A-1	Program Design
Exhibit B	Payment Terms
Exhibit B-1	WIOA Grants
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contract Compliance Reporting Requirements
Exhibit F	Audit Requirements
Exhibit G	WIOA Special Conditions
Exhibit G-1	Lobbying
Exhibit O	Intentionally Omitted
Attachment A	Language Access

The term of this Agreement shall be from July 1, 2019 through June 30, 2021

The compensation payable to Contractor hereunder shall not exceed *two hundred one thousand eight hundred ninety-two dollars (\$201,892)* for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By: _____
Signature

Name: _____ Lori Cox

Name: _____ Linda Granger

Title: _____ Social Services Agency Director

Title: _____ Superintendent

Date: _____

Approved as to Form:

By: _____
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public

safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this

Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: Alameda County Workforce Development Board
24100 Amador Street – Room 610C
Hayward, California 94544
Attn: Patti Castro

To Contractor: Eden Regional Occupational Program
26316 Hesperian Boulevard
Hayward, CA 94545
Attn: Linda Granger

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.
- The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.
18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement,

all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its workforce development services shall not exceed **\$201,892 (two hundred one thousand, eight hundred ninety-two dollars)** in payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

Contractor has been approved by County to participate in contract without SLEB participation (***Federal Funds Waiver number #####***). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business or subcontract a minimum 20% with a certified small or emerging local business.
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at ACSLEBcompliance@acgov.org.

- 22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall

constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.

- c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for up to two additional years by mutual agreement of the County and Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

1. Delete #35, General Terms and Conditions, and replace with the following:
 35. RENEWAL: This Agreement may be renewed for up to one additional year dependent upon successful performance results and availability of WIOA formula funding.

County Counsel Signature: _____

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Eden Regional Occupational Program DEPT #: 320405

TITLE/SERVICE: Workforce Development Services

DEPT. CONTACT: Deidra Perry PHONE: (510) 259-3827

I. INFORMATION ABOUT THE CONTRACTOR YES NO

1. Is the contractor a corporation or partnership? (x) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (x) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here:
94-3158083
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () (x)
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () (x)
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () (x)
4. Is the relationship between the County and the contractor intended to be ongoing? () (x)

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES NO**

1. Is the contractor being hired for a period of time rather than for a specific project? () ()
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS **YES NO**

1. Will the agreement be with an individual who does not have an outside practice? () ()
2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.
3. Will the County provide more than 20% of the contractor's income? () ()
4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Contractor Signature

Linda Granger

Printed Name

Date

Agency/Department Head/Designee
Signature

Patti Castro

Printed Name

Date

EXHIBIT A

DEFINITION OF SERVICES

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

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

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

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

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

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

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

Assessments for literacy and numeracy skills must be completed within thirty

days of enrollment. Only the following instruments are approved for literacy and numeracy assessments:

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

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

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

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

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

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

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

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

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

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

1. Leadership development;
 2. Periodic group or individual meeting to discuss educational and/or career goals;
 3. Periodic telephone calls to track progress in employment after training;
 4. Work-related peer support groups, assistance in securing better paying jobs, career development and additional education;
 5. Regular contact with participants' employers, to provide assistance in addressing work-related issues;
 6. Adult mentoring;
 7. New employment; and
 8. Credential attainment.
- D. **Participant Case Files.** Contractor will maintain complete physical case files for each WIOA program participant in accordance with ACWDB requirements. Case files will be stored securely and in full compliance with State and EEO confidentiality, nondiscrimination and other applicable rules and regulations.
- E. **Marketing and Outreach.** Contractor will conduct sufficient marketing and outreach efforts to achieve stated participant service goals. Contractor will utilize marketing and outreach materials translated into other languages to serve its diverse client population. Marketing materials must include the phrase: *"This WIOA Title 1 financially assisted program or activity is an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities."*;
- F. **Communications.** Contractor will actively participate in ACWDB communication efforts, adhering to the guidelines set by ACWDB members and/or staff. This includes Contractor providing three (3) client success stories per quarter in alignment with the program year. The success stories will be submitted with the Monthly Report Narrative referenced in Exhibit B.
- G. Alignment with Modified Local Plan. Contractor will:
1. Outreach to new partners referenced in ACWDB's Two-Year Modified Plan in order to identify new target groups for services;
 2. Distribute ACWDB approved WIOA materials to partners, including new partners referenced in ACWDB's Two-Year Modified Local Plan, as needed and upon request;
 3. Contractor will engage with new partners and provide information regarding WIOA eligibility to facilitate referrals and identify prospective WIOA participants;

4. With guidance from ACWDB, develop a Co-Enrollment Action (CEA) Plan that articulates strategies for serving new target groups in ACWDB's Two-Year Modified Local Plan, within second quarter of PY 2019/2020.
 5. With guidance from ACWDB, implement CEA Plan within third and fourth quarters of PY 2019/2020.
- H. **Supplemental Contract Documentation.** Contractor will submit the following documents to ACWDB no later than sixty (60) days after the effective date of this Agreement:
1. Memoranda of Understanding for any of the required fourteen (14) program elements that will be provided by another organization or entity;
 2. Written plan for on-going training of WIOA funded staff to ensure expertise on application WIOA rules, regulations, policies, and procedures;
 3. Approved indirect costs rates from a cognizant agency if indirect costs will be charged under this Agreement;
 4. Written cost allocation plan for charging costs to WIOA program cost categories (work experience services, follow-up services, etc.), including allocation methodology and timelines;
 5. Written grievance procedures for WIOA programs.
- I. **Mandatory Meetings and Trainings** – Contractor will attend:
1. Youth Steering Committee – bi-monthly;
 2. ACWDB Youth Committee – quarterly meetings (*periodic presentations may be required*);
 3. ACWDB Board – quarterly meetings (*periodic presentations may be required*);
 4. Management Information Systems (MIS) training/meetings;
 5. Regional capacity building coordination meetings as appropriate under ACWDB adopted initiatives such as Earn and Learn East Bay;
 6. Other meetings/trainings as directed by ACWDB.
- J. **Customer-Centered Design.** Contractor will implement a Customer-Centered Design approach to providing WIOA program services using customer feedback and continuous improvement efforts in order to improve the quality of customer outcomes and to implement WIOA regulations in a way that adds value for target populations.
- K. **Coordination with Other ACWDB WIOA Service Providers.** Contractor will work collaboratively with ACWDB Comprehensive America's Job Center of California (AJCC) and to promote an integrated workforce system.

- L. **EASTBAY Works Regional Partnership.** Contractor will participate in regional EASTBAY Works activities including attending designated meetings, using regional systems, policies and software, and helping to set and monitor regional goals.
- M. **Coordination with ACWDB Business Services Unit.** Contractor will work with the ACWDB Business Services Unit (BSU) to coordinate supply-side (job seeker) activities with demand-side (business) needs and expectations in the local workforce system.
1. **Customized Training Programs.** Contractor will provide enrollment and case management services as required for Customized Training Agreements with local employers. Negotiation of Customized Training Agreements is the responsibility of the BSU.
 2. **On-the-Job Training Agreements (OJT).** Contractor will develop OJT Master Agreements with employers and refer appropriate WIOA program participants to hiring employers after execution of OJT Master Agreements.
 3. **BSU Steering Committee and Employer Information.** Contractor will participate in BSU Steering Committee meetings and provide updates on employer and job-seeker activities when requested by ACWDB.
- N. **Discretionary Grant Projects.** Contractor will support and implement Discretionary Grant Projects as directed by ACWDB, subject to negotiation of scope and budget. Contractor will co-enroll discretionary grant participants into WIOA when appropriate to achieve program outcomes and meet leverage requirements. If Contractor is unable to implement discretionary grant projects that require match of WIOA Career Service funding, Contractor WIOA funding may be reduced and reallocated in order to comply with required discretionary project outcomes and deliverables.
- O. **Tracking & Reporting.** Contractor will track and report all required services and activities under this Agreement in the manner and frequency directed by federal, state, or ACWDB policy.
1. **Use of ACWDB Designated Management Information Systems.** Contractor will use the management information systems (MIS) designated by ACWDB to track and report activities and services provided under this Agreement. This may require dual entry of data into multiple MIS.
 2. **Data Entry.** Contractor will enter required service and activity data into ACWDB designated MIS in an accurate, complete and timely manner. At a minimum, CalJOBS data entry for WIOA program services must include

Contractor's agency code and activity code and must be entered/updated every 30 days.

3. **Training Leverage.** Contractor must document and report all non-WIOA funded participant training information to ACWDB. Training leverage information must include training provider information, training cost, source of non-WIOA funding, and effective date of training. Training information must be provided to ACWDB within thirty (30) days of WIOA enrollment or training start date.

- P. **Performance.** Contractor will provide quality, demand-driven services under this Agreement in order to achieve required performance goals. Contractor is responsible for achieving the following performance goals under this Agreement:

PY 2019/2020 Contract Performance Goals

In-School Youth: Eden ROP	
BENCHMARKS	GOAL
HOW MUCH DID WE DO?	
# OF ENROLLMENTS BY 3/31/2020 (Full Enrollment) ①②	40
HOW WELL DID WE DO?	
# RECEIVE WORK-BASED LEARNING ACTIVITIES ③	40
# RECEIVE CORE SKILLS/LEADERSHIP TRAINING ④	40
# IN TRAINING LEADING TO CREDENTIAL ⑤	10
IS ANYONE BETTER OFF?	
% YOUTH PLACEMENT (of closed cases) ⑥	62%
% CREDENTIAL ATTAINMENT (of those enrolled in training)	5

- ① 80% of annual goals must be achieved before December 31, 2019 and must be reported in CalJOBS prior to the data entry deadline for 2nd Quarter reporting;
- ② 100% of annual goals must be achieved before March 31, 2020 and must be reported in CalJOBS prior to the data entry deadline for 3rd Quarter reporting;
- ③ Work-based learning activities:

408-Internship (Unpaid)	431-Pre-Apprentice
409-Job Shadow	432-Apprentice
425-Work Experience Paid	433-Career Awareness
426-Work-Experience Unpaid	434-Career Exploration
427-Internship (Paid)	437-PreApprentice w/Occupational Skills Training)

- ④ **Core Skills/Leadership** - Activity 410-Leadership Development Services:
*"Participation in leadership development opportunities that encourages leadership development that may include community service and peer mentoring and tutoring; foster responsibility and other positive social and civic behaviors; **organizational and team work training; decision-making training**, as appropriate; citizenship training, including life skills training such as parenting and **work behavior training**, civic engagement;*
- ⑤ Training Activity Codes 415, 416, 421, 429, 430, 432
- ⑥ Youth Placement = Placement in employment, education, advanced training or military

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

term of this Agreement. Contractor will produce selected case files upon request by ACWDB.

4. **Monitoring of Expenditures.** Contractor will submit regular invoices in a timely manner, in accordance with Exhibit B. Contractor's actual expenditures will be reviewed against budget and planned expenditures.
5. **Performance Review.** Contractor's progress toward achieving performance goals will be reviewed at least quarterly by ACWDB staff.
6. **Subcontractor Monitoring.** Contractor will conduct on-site programmatic and fiscal monitoring at least once each program year of all subcontractors providing WIOA program services to enrolled participants. Contractor is responsible for recording findings and ensuring that any needed corrective action has been taken. Copies of all monitoring reports must be maintained by Contractor and made available for review by ACWDB program and fiscal monitors, and State monitors.
7. **Corrective Action.** Contractor will submit a written Corrective Action Plan to ACWDB staff to address any findings and concerns identified during monitoring. The Corrective Action Plan will include, at a minimum:
 - a. Acknowledgement of the identified findings and concerns;
 - b. Written plan for correcting each identified finding and concern;
 - c. Timeline for the corrective action;
 - d. Written processes and procedures to ensure that corrected issues are not repeated;
 - e. Single point of contact information for staff responsible for implementing corrective action.

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

- VI. **ACWDB Obligations.** ACWDB will oversee the delivery and performance of Contractor's obligations under this Agreement.
- A. **Liaison with Funding Agencies.** ACWDB will be the single point of contact with federal, state, and local funding agencies for all written and verbal communication regarding services provided under this Agreement.
 - B. **Policies & Procedures.** ACWDB will develop and issue ACWDB Action Bulletins and ACWDB Information that serve to notify Contractor of new or

amended State, Federal, or local regulations. All current ACWDB Action Bulletins and ACWDB Information Bulletins can be found on the ACWDB website acwdb.org.

- C. **Training & Technical Assistance.** ACWDB will provide regular training and technical assistance to Contractor regarding MIS, data entry, and case file management. Additional technical assistance will be provided at ACWDB discretion, or upon request by Contractor.
- D. **Monitoring.** ACWDB will conduct on-site programmatic and fiscal monitoring of Contractor at least once each program year. ACWDB will also conduct periodic reviews of Contractor case files, performance, and expenditures. Upon request, ACWDB will assist Contractor in the development of required Corrective Action Plans.

VII. **Specific Requirements**

- A. This Exhibit A was drafted to include the requirements contained in the Request for Proposal (RFP No. 2017-ACWDB-YP) and the proposal response of the Contractor (Response), and additional services that ACWDB obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, RFP No. 2017-ACWDB-YP and the Response, the more stringent requirements providing ACWDB with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in RFP No. 2017-ACWDB-YP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.

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

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

- Linda Granger, Superintendent
- Evan Goldberg, Grants Manager

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

replacement subject to ACWDB's approval, which approval shall not be unreasonably withheld.

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

EXHIBIT A-1
PROGRAM DESIGN

A. Hours of Operation and Holiday Schedule

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

Holiday Schedule

HOLIDAY	DATE OBSERVED

B. Outreach and Recruitment

Describe the strategy used to market the program and identify eligible participants.

C. What are the **specific services that you plan to offer In-School Youth (please describe in detail). Your response should address the following:**

- How will you orient youth to your specific program? Please give a detailed description of your orientation process.
- Describe how you will evaluate objective assessment of academic levels, skills levels, and service needs of each participant. How will you develop an individual service strategy that identifies the employment goals, appropriate achievement objectives, and appropriate services for the participants taking into account the assessment conducted and plan for each youth? What will this plan include?
- How will the organization provide Career Exploration? Describe how you will educate WIOA youth about local/regional high growth, high-demand industries and occupations. Will your agency conduct special programs, provide academic remediation, and offer “bridge” programs? What activities will you provide that relates to industry sector related job information/job shadowing, mentoring opportunities and/or subsidized employment opportunities, for how many?

D. Required Program Elements

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

WIOA REQUIRED ELEMENTS (14)	WHO PROVIDES SERVICES	DESCRIBE SERVICES PROVIDED
1. Tutoring, study skills training		
2. Alternative secondary school offerings		
3. Paid and unpaid work experience (i) summer employment opportunity (ii) pre-apprenticeship program (iii) internships and job shadowing (iv) on-the-job training opportunities		
4. Occupational skill training		
5. Work based learning opportunity		
6. Leadership development		
7. Supportive services		
8. Adult mentoring		
9. Follow-up services		
10. Comprehensive guidance and counseling		
11. Financial literacy education		

EXHIBIT B

PAYMENT TERMS

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

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

I. Budget

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

A. Exhibit B-1: WIOA Grants

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

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

B. Budget Revision Procedures

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

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

C. Cost Settlement/Final Payment Provisions

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

D. Conditions of withholding payment

1. Payment of invoices by the County is conditional upon receipt of adequate funds from the State of California. County reserves the right to reduce the contract amount/maximum if it does not receive adequate funds from the State of California.
2. County retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program. Failure to meet planned contract performance and/or expenditure goals may result in a reduction of the contract amount/maximum, in accordance with ACWDB policy.
3. Failure to comply with timely audit report submission to ACWDB, as required and described in Exhibit F, may result in suspension of payment to Contractor until all required audit submissions are received by ACWDB.

III. Invoicing Procedures

A. Submission of Invoices

1. Contractor will submit an electronic copy of its quarterly invoice, including supporting line-item detail in the required format by the 15th day of the month following the months of service for all expenditures incurred under this Agreement. Electronic copies of invoice and required documentation should be sent via email to Contractor's designated Program Liaison.
2. Upon notification of approval by the Program Liaison, Contractor shall submit original signed invoices (in blue ink) to:

Deidra Perry, Program Financial Specialist
ACWDB
24100 Amador Street, Room 610C - Hayward, CA 94544

3. A monthly Narrative Report must accompany the original invoice. The Narrative Report should address the following prompts (as appropriate):
 - a. Name of organization and report period;
 - b. Describe program successes and highlights during the reporting period;
 - c. Attach client success stories (include client media release, photo, etc. May be a current or former client;
 - d. Describe any program challenges or problems related to program performance encountered during the reporting period and how the organization plans to address them;
 - e. Please list any actual or anticipated administrative, programmatic or fiscal changes related to the WIOA contract. What plans are in place to ensure on-going program management?
 - f. List employers contacted, job fairs attended and/or convened: include number of clients that attended, names of employers/businesses, ISOF sector (if known), job offers (if any);
 - g. Seasonal employment efforts;
 - h. Work-based learning activities – include guest speakers, site visits/tours (including virtual), job shadow, informational interviews, subsidized/unsubsidized work experiences, on-the-job trainings (OJT), pre-apprenticeships;
 - i. What type of follow-up strategies were used this report period? Provide examples of activities that were successful and/or challenges to making contact with participants;
 - j. Name and email address of person completing the report.

IV. Funding and Reporting Requirements

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

V. Additional Terms and Conditions of Payment

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

- A. Invoices will be reviewed for approval by the County, within 10 days of receipt from Contractor.
- B. Total payment under the terms of this Agreement will not exceed the total contract amount/maximum \$201,892. This cost includes all taxes and all other charges.

- C. Provisional payments may be provided under this Agreement at the sole discretion of the County. Contractor will ensure that no provisional payments made under this Agreement are commingled with any other funds in the possession of or vested in Contractor or to which Contractor is entitled. Any interest earned on said provisional payments shall be treated as program income. All program income shall remain with Contractor and may be expended under this Agreement until such time as no further program activities are planned by Contractor, at which time any unexpended program income will be returned to County.
- D. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

STAFF SALARIES / Sub-CONTRACTS WORKSHEETContractor: **Eden ROP**Activities: **Youth Innovation Program / WIOA In-School Youth****Contract Period:
7/1/19 to 6/30/20****Youth / CFDA: 17.259**

A. STAFF POSITION / JOB TITLE		Hourly Personnel		Monthly Personnel			
		a	b	c	d	e	f
		FTE Monthly or Hourly	(a x b = c)		(a x d x e = f)		
		# of Hours	TOTAL SALARY	# of Months	% of Salary	TOTAL SALARY	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
9.							
10.							

TOTAL SALARIES (total c + total f) =**-****B. SUB-AGREEMENTS - Professional Services (PS), Consultant Contracts (CC), Sub-Contracts (SC)**

LIST ENTITY (CHECK TYPE OF SUB AGREEMENT)		PS	CC	SC	AMOUNT
11.					
12.					
13.					
14.					
15.					
17.					
18.					
19.					

TOTAL of ALL SUB-AGREEMENTS =**\$0**

19-20 Youth

7/3/19 10:53 AM

WDB Review:

Date:

EXHIBIT C-5

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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

EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION
(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000)

The contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

By signing this contract and Exhibit D, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to: 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: (*Agency name*) _____ Eden Regional Occupational Program

NAME: _____ Linda Granger TITLE: _____ Superintendent

SIGNATURE: _____ DATE: _____

EXHIBIT E

CONTRACT COMPLIANCE REPORTING REQUIREMENTS

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

Exhibit F

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be sub-recipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

In addition, one complete copy of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to: [Alameda County Workforce Development Board, attention Fiscal Manager – 24100 Amador Street, Suite 610C, Hayward, CA 94544.](#)

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

EXHIBIT G

Workforce Innovation & Opportunity Act (WIOA) - Special Conditions

I. COMPLIANCE

In performance of this Agreement, Contractor will fully comply with:

- A. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
- B. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
- C. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- D. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- E. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs.
- F. Contractor will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

II. FUNDING

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement was executed after that determination was made.

- A. This Agreement is valid and enforceable only if:
 - 1. Sufficient funds are made available by the approved Alameda County Workforce Development Board (ACWDB) budget for the appropriate fiscal year, and
 - 2. Sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this Agreement for the purposes of this program, and
 - 3. Sufficient funds are made available to the state by the United States Government for the fiscal years covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- B. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to ACWDB, and no longer available to the Contractor.

- C. ACWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Contractor is given prompt notice and the opportunity for an informal review of ACWDB's decision. The ACWDB Director or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Contractor or a Subcontractor of the Contractor to comply with the provisions of this Agreement, or with WIOA or other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- D. If applicable, Contractor will be liable to the ACWDB for all funds not expended in accordance with WIOA, and shall return to ACWDB all of those funds.

III. RESOLUTION

Contractor must provide ACWDB with a copy of a resolution, order, motion, or ordinance of its governing body authorizing execution of this Agreement. Preferably resolutions should authorize a designated position rather than a named individual.

IV. PROCUREMENT STANDARDS

Contractor must use the methods of procurement in accordance with 2 C.F.R. § 200.320.

V. GRIEVANCES AND COMPLAINT SYSTEM

Contractor will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy.

VI. REMEDIES FOR NON-COMPLIANCE

If Contractor fails to comply with federal statutes, regulations or the terms and conditions of a federal award, ACWDB Entity may impose additional conditions, as described in 2 C.F.R. § 200.207, Specific conditions. If ACWDB determines that noncompliance cannot be remedied by imposing additional conditions, the ACWDB may take one or more of the actions listed in 2 C.F.R. § 200.338, or listed in applicable ACWDB Bulletins.

VII. DISALLOWED COSTS

Except to the extent that ACWDB determines it will assume liability, Contractor will be liable for and will repay to ACWDB, any amounts expended under this Agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non- Federal), other than those received under the WIOA.

VIII. AUDIT REQUIREMENTS

- A. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all

auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.

- B. Contractor and/or auditors performing monitoring or audits of the Contractor or its sub-contracting service providers will immediately report to ACWDB any incidents of fraud, abuse or other criminal activity in relation to this sub-grant agreement, the WIOA, or its regulations.

IX. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This Agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between ACWDB and Contractor. Contractor represents and warrants it is free to enter into and fully perform this Agreement.

X. UNENFORCEABLE POSITION

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

XI. ACCOUNTING AND CASH MANAGEMENT

- A. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Contractor and disbursed by the Contractor, under this Agreement.
- B. Contractor will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by ACWDB.
- C. ACWDB retains the authority to adjust specific amounts of cash requested if ACWDB records and subsequent verification with Contractor indicate that Contractor has an excessive amount of cash in its account.
- D. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by ACWDB. Contractor will account for any such generated income separately.
- E. Contractor shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this Agreement, will be made by check or wire transfer payable to Contractor for deposit in Contractor's bank account or city and county governmental bank accounts.

To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of Contractor. ACWDB will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

XII. AMENDMENTS

This Agreement will be modified through formal amendment under the following circumstances:

- A. There is an increase or decrease in federal, state, or local WIOA funding levels.
- B. A modification to the Agreement is required in order to implement an adjustment to Contractor's plan.
- C. Funds awarded to Contractor have not been expended in accordance with the schedule included in the approved Contractor's plan. After consultation with Contractor, ACWDB has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to ACWDB.
- D. There is a change in state and federal law or regulation requiring a change in the provisions of this Agreement.
- E. An amendment is required to change Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, ACWDB will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

This Agreement may be amended only in writing by the mutual agreement of both parties in a manner consistent with ACWDB policy and the General Conditions of this Agreement.

XIII. REPORTING

Contractor will compile and submit reports of activities, expenditures, status of cash, and closeout information by the specified dates as prescribed by the ACWDB. Failure to adhere to the reporting requirements of this Agreement will result in funds not being released.

XIV. RECORDS

- A. If participants are served under this Agreement, Contractor will utilize the participant data system prescribed by ACWDB.
- B. Contractor will retain all records pertinent to this Agreement for a period of three years from the date of final payment of this Agreement. If, at the end of three years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.
- C. ACWDB, the California Employment Development Department (EDD) and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement. For purposes of this section, "access to" means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this

Agreement. The Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the Agreement. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by ACWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

XV. SUBCONTRACTING

- A. Any of the work or services specified in this Agreement which will be performed other than by Contractor will be evidenced by a written agreement specifying the terms and conditions of such performance.
- B. Contractor will maintain and adhere to an appropriate system, consistent with federal, state, and local law, for the award and monitoring of contracts which contain acceptable standards for ensuring accountability.
- C. The system for awarding contracts will contain safeguards to ensure that Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

XVI. CERTIFICATIONS AND ASSURANCES

Except as otherwise indicated, Contractor agrees to comply with the following certifications and assurances. Failure to comply with all requirements of the certifications and assurances may result in suspension of payment under this Agreement or termination of this Agreement or both, and Contractor may be ineligible for award of future Agreements/contracts if it is determined that any of the following has occurred: false information on the certifications and assurances, or violation of the terms of the certifications and assurances by failing to comply with the requirements noted in this section.

- A. Corporate Registration: Contractor, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- B. Americans with Disabilities Act (ADA): Contractor assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- C. Sectarian Activities: The Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- D. National Labor Relations Board Certification: Contractor certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of

Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)

- E. Federal Funding Accountability and Transparency Act (FFATA): By signing this Agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- F. Prior Findings: Contractor, by signing this Agreement, certifies that it has not failed to satisfy any major condition in a current or previous Agreement with ACWDB, the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- G. Drug Free Workplace Requirement: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - 2. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - 3. Every employee who works on the proposed sub-grant agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the sub-grant agreement.
 - 4. Failure to comply with these requirements may result in suspension of payments under this sub-grant agreement or termination of the sub-grant agreement or both and Contractor may be ineligible for award of any future sub-grant agreements if the Pass-through Entity determines that any of the following has occurred: the Contractor has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code§ 8350 et seq.)
- H. Expatriate Corporations: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1 and is eligible to enter into Agreements funded by the State of California.

- I. Priority Hiring Considerations: If this Agreement includes services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code§ 11200 in accordance with Pub. Contract Code § 10353.
- J. Sweat-free Code of Conduct:
1. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials , or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to this sub-grant agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction , abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code§ 6108.
 2. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).
- K. Child Support Compliance: For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code§ 7110, that:
1. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with§ 5200) of Part 5 of Division 9 of the Family Code; and
 2. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Pass-through Entity.
- L. Air/Water Pollution Violation Certification: Under the State laws, Contractor shall not be:
1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 2. subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or

3. Finally determined to be in violation of provisions of federal law relating to air or water pollution.
- M. Clean Air Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- N. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, Contractor certifies that it is in compliance with Public Contract Code § 10295.3.
- O. Debarment and Suspension Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Contractor), to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

- P. Lobbying Restrictions: By signing this Agreement, Contractor hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).
1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this sub-grant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for sub-grant agreement transactions over \$100,000 (per OMB) at all tiers (including sub-grant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all Contractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - a. Section 188 of WIOA, prohibits discrimination against individuals in any program or activity that receives financial assistance under Title I of WIOA as well as by the partners listed in WIOA Section 121(b) that offer programs or activities through the local Workforce system. It is against the law for any recipient of federal financial assistance to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request, and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities;
 - b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
2. Contractors and any of its subcontractors under this Agreement shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 g-f, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, and section 7285. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement and Contractor or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
3. Contractor shall include nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract. Contractor agrees to conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirements referenced in this section, as follows:
- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, must include the following taglines: This WIOA Title I financially assisted program or activity is an “Equal Opportunity Employer/Program.” Auxiliary aids and services are available upon request to individuals with disabilities.
 - b. Contractor shall, if requested to do so by the County, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran’s status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this contract shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- f. The contractor shall include the provisions set forth in paragraphs a) through e) (above) in each of its subcontracts.

The Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

- R. Avoidance of Conflict of Economic Interest: An executive or employee of the Contractor will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Contractor or ACWDB. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

XVII. INTELLECTUAL PROPERTY PROVISIONS

Except as otherwise indicated, Contractor agrees to comply with the following standards. Failure to comply with all requirements of the standards may result in suspension of payment under this Agreement or termination of this Agreement or both, and Contractor may be ineligible for award of future Agreements/contracts if it is determined that any of the following has occurred: false information on the standards, or violation of the terms of the standards by failing to comply with the requirements noted in this section. Regarding Federal Funding:

- A. Pursuant to 2 CFR 200.315, in any Agreement funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in 2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the sub-grant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so.
- B. Pursuant to 2 CFR 2900.13, Intellectual Property developed under this Agreement will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

XVIII. CONFIDENTIALITY REQUIREMENTS

ACWDB and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County

Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. ACWDB and Contractor agree that:

- A. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- B. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- C. The Contractor agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this Agreement.
 - 1. Aggregate Summaries: All reports and/or publications developed by Contractor based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - 2. Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - 3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- D. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- E. Contractor shall notify ACWDB of any actual or attempted information security incidents, within 24 hours of initial detection. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage or destruction, or unauthorized access, use, modification, or disclosure of information assets.

Contractor shall cooperate with ACWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure *or* a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then Contractor must provide notification to individuals pursuant to California Civil Code Section 1798.82.
- F. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile

computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.

- G. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- H. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- I. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- J. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- K. If ACWDB or Contractor enters into an agreement with a third party to provide WIOA services, the ACWDB or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- L. In the event that Contractor subcontracts any services under this Agreement, the following requirements must be included in the subcontracts:
 - 1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Contractor, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.

2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
 3. A client must still be given the option to use the local workforce system's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration with the subcontractor or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers.
 4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
- M. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

EXHIBIT G-1

**ALAMEDA COUNTY WORKFORCE DEVELOPMENT BOARD
CERTIFICATION REGARDING LOBBYING**

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 29 CFR Part 93, “New Restrictions on Lobbying.” The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 20 CFR §93.110, for persons entering into a grant, cooperative agreement, or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 29 CFR §93.110 (b)(2), the applicant certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification regarding lobbying.

Linda Granger, Superintendent
Printed Name and Title of Authorized Representative

Youth Innovation Program
Award Number and/or Project Name

Signature

Date



DATE: August 1, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Evan Goldberg, Grant Coordinator
SUBJECT: Request the Governing Board to approve the Agreement with the Angelina Alamillo for Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program Services for the 2019-2020 School Year

BACKGROUND

This past year, the Alameda County Workforce Development Board held discussions with the Eden Area ROP as a potential contractor for their Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program for 2019-2020, after their past contractor relinquished their contract. Angelina Alamillo has past expertise in administering WIOA Youth Innovation Programs.

CURRENT SITUATION

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

Fiscal Impact: Angelina Alamillo will receive up to \$12,000 (Up to 400 hours at \$30 per hour) for Youth Innovation Program (WIOA) coordination services.

RECOMMENDATION

It is recommended that the ROP Governing Board approve the agreement with the Angelina Alamillo for Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program services for the 2019-2020 school year.

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-

Angelina Alamillo
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

SERVICES PROVIDED:

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

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

TERM OF AGREEMENT

2. The term of this Agreement will begin on July 1, 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. Service Provider will be paid \$30 per hour up to a maximum 400 hours per this contract. Service Provider must submit an itemized invoice to Grant Coordinator which includes: dates of service, work performed and hours worked. Invoice must be received by the 5th of the month.
5. This compensation will be payable monthly upon verification of Time and Effort log.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

REIMBURSEMENT OF EXPENSES

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

CONFIDENTIALITY

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

NON-COMPETITION

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

OWNERSHIP OF MATERIALS

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

RETURN OF PROPOERTY

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

ASSIGNMENT

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

CAPACITY/INDEPENDENT CONTRACTOR

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

MODIFICATION OF AGREEMENT

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

NOTICE

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

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

b. Angelina Alamillo

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

COSTS AND LEGAL EXPENSES

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

TIME OF THE ESSENCE

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

ENTIRE AGREEMENT

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

LIMITATION OF LIABILITY

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

INDEMNIFICATION

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

INUREMENT

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

CURRENCY

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

TITLES/HEADINGS

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

GENDER

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

GOVERNING LAW

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

SEVERABILITY

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

WAIVER

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

ADDITIONAL PROVISIONS

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

Angelina Alamillo

Date

Evan Goldberg, Eden Area ROP
Grant Coordinator

Date



DATE: August 1, 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 the National Institute for Healthcare Education (NIHE) for the Eden Area ROP to Operate as an Approved Training Site for CPR Training

BACKGROUND

As the demand for industry recognized certifications has grown, Cardiopulmonary resuscitation (CPR) certifications have become accepted in a variety of industry pathways. Historically, a third party vendor has been hired to provide CPR training and certifications of differing levels to Careers in Education, Dental Assisting, Medical Careers, First Responders, and Electrical students. Eden Area ROP instructors have become certified as instructors and are able to certify their own students with minimal cost. The National Institute for Healthcare Education has a training site agreement which allows our trained instructors to certify ROP students in the different programs.

CURRENT SITUATION

The number of pathways accepting CPR as one of the valued certifications for employment is increasing. Allowing Eden Area ROP to become a training site will help to lower the cost for the certification to high school students and also allow stand-alone CPR classes to be taught in the evening to adults.

RECOMMENDATION

It is recommend that 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.

National Institute for Healthcare Education Training Site Agreement

This Training Site Agreement is by and between National Institute for Healthcare Education, NIHE, 1498 E. Main St. 103-202, Cottage Grove, OR 97424 (hereafter in this document known as NIHE) and **EDEN AREA ROP** (Training Site), **26316 Hesperian Blvd, Hayward, CA 94545** to operate in the state of **CALIFORNIA**. NIHE operates an American Heart Association (AHA) Training Center approved by AHA. As an approved AHA Training Center, NIHE shall approve and support Training Sites developed by individuals, employers, and other community and business organizations. Approval allows Training Sites in good standing with NIHE to conduct training sessions in accordance with all AHA guidelines, subject to the terms and conditions of this agreement. Acceptance of your Training Site and continued affiliation as a Training Site with NIHE is at the discretion of NIHE. **EDEN AREA ROP** acknowledges and agrees that this Agreement is non-exclusive and that NIHE may enter into Training Site Agreements with other parties in the same state or geographic territory as **EDEN AREA ROP**.

The parties to this Agreement agree as follows:

1. Obligations of NIHE

- a. Maintain current AHA guidelines and information.
- b. Provide policies and procedures that meet and or exceed the requirements of AHA for instructors, courses and administrative paperwork.
- c. Provide Training Site visits including review of **EDEN AREA ROP** equipment, teaching materials, and instructors to ensure AHA and NIHE policy requirements. **EDEN AREA ROP** hereby acknowledges that NIHE's review of teaching materials is limited to the determination of whether such materials are in accordance with AHA guidelines. NIHE does not make any representations or warranties regarding the use or effectiveness of the training methods or materials used to conduct or document such training.
- d. Report all necessary training information as requested by the American Heart Association, subpoena, or NIHE.
- e. Provide AHA course completion cards, examinations, and instructional updates as required by the AHA in conjunction with AHA Instructor Network and following all NIHE policies.

2. Obligations of **EDEN AREA ROP**

- a. **EDEN AREA ROP** shall assign a "Training Site Coordinator", "**Charles Bunbury**", to oversee training operations, act as the liaison with NIHE, and ensure **EDEN AREA ROP** compliance with all AHA and NIHE policies and regulations. The Training Site Coordinator must be a current AHA Instructor Basic Life Support affiliated with NIHE. **EDEN AREA ROP** shall maintain strict adherence to all rules and regulations of AHA and NIHE related to course offering, instruction, delivery, testing, remediation, as well as course documentation, reporting and archiving of documentation. If **EDEN AREA ROP** changes the "Training Site Coordinator" for any reason **EDEN AREA ROP** must notify NIHE within two business days in writing of the change. NIHE reserves the right to approve all "Training Site Coordinators" and to disallow a "Training Site Coordinator" who is not qualified or does not perform their responsibilities according to NIHE and AHA policies and procedures.
- b. **EDEN AREA ROP** will submit annual proof of business entity status to NIHE such as current business license, incorporation paperwork, etc.
- c. Training Sites are authorized solely at the discretion of NIHE. Training Sites will not provide training at levels beyond their designation by NIHE or outside of the approved geographic location specified in this agreement.
- d. **EDEN AREA ROP** shall ensure that all instructors that teach at their Training Site are aligned with NIHE as their AHA Training Center and are current and in good standing as instructors in all disciplines that they teach. **EDEN AREA ROP** shall provide

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1498 E. Main St., # 103 – 202
Cottage Grove, OR 97424

1280 Cooley Dr., Ste. 12
Colton, CA 92342
909.824.0400

all current required paperwork for the instructor file to NIHE and update this material as required and requested by NIHE. NIHE will provide a list of needed documentation at least three business days before required.

- e. **EDEN AREA ROP** shall keep at their main administrative office location all of the following:
 1. Current signed copy of this agreement.
 2. Current printed version of the AHA Program Administration Manual with appendices.
 3. Current copy of the AHA Guidelines for CPR & ECC
 4. Current Instructor Manual(s) and instructor tool kits, including AHA videos for each discipline the Training Site is authorized to teach.
- f. **EDEN AREA ROP** shall maintain the following forms in either a paper or electronic format for at least five (5) years from the date of the class. Forms for each class are to be bundled together in either paper or electronic format for each class taught.
 1. **Student Course Evaluation** form completed by every student at the class. Student may write on the form “do not wish to complete” and sign it instead of completing the form. However, they may not receive a course completion card without turning in the written course evaluation form.
 2. **Evaluation Summary Form.**
 3. All AHA **Skills Check Form(s)** for each student required for each AHA course.
 4. **Course Sign In** page. If the class is a multi-day class, a sign in page is required for each day.
 5. **Roster Cover sheet** with all course information including location of course, date of course, course type, Course Director or Lead Instructor information, all assisting instructor information, number of manikins, who was responsible for cleaning of the manikins, Training Site information, & NIHE information.
 6. **Student Exam answer sheets.** (Heartsaver written exam is optional for all Heartsaver courses. If written exam is administered the answer sheets must be saved with the other course paperwork.
 7. **Course agenda** indicating all variations and the instructor assignments for that particular course.
- g. **EDEN AREA ROP** shall maintain current exams for each authorized discipline in a secure manner at all times.
- h. Only current credentialed AHA instructors affiliated with NIHE shall have access to AHA exams during non-testing sessions.
- i. **EDEN AREA ROP** shall be solely responsible for all equipment and materials associated with courses sponsored by the Training Site.
 1. **EDEN AREA ROP** shall maintain, have access to, and have present at courses all equipment necessary for course instruction as outlined in the AHA Instructor manual for the specific course being taught.
 2. All equipment shall be clean, safe, and maintained to remain in good working order.
 3. Simulating the use of equipment during an AHA course without physically having the required training aid or device is strictly prohibited. Example: Simulating the use of an AED without having a physical AED Trainer present or simulating breathing without actually putting breath into the manikin is prohibited.
 4. All manikins used for ACLS and BLS must be feedback manikins or equipped with a feedback device. Feedback manikins and feedback devices must give feedback on both rate and depth of compressions set to the current AHA guidelines.
- j. All instructors who teach for **EDEN AREA ROP** shall attend only NIHE sponsored Instructor Renewal training, course updates, course monitoring, and instructor reviews at NIHE approved locations. Recertification requirements for NIHE instructors may exceed those outlined in the AHA Program Administration Manual (PAM). Only instructors currently aligned with NIHE and in good standing may teach courses sponsored by **EDEN AREA ROP**.
- k. All courses sponsored by **EDEN AREA ROP** must follow the time requirements and agenda found in the AHA Instructor Manual.
- l. All students at an AHA course sponsored by **EDEN AREA ROP** must have either a current digital or hardcopy of the AHA student manual present with them in the classroom when the course is taught.

- m. **EDEN AREA ROP** will make all course locations and office space open to inspection by NIHE during business hours and during any training sessions for inspection to determine compliance with AHA and NIHE regulations.
- n. **EDEN AREA ROP** will maintain at least \$500,000 in business liability insurance that specifically covers the teaching of healthcare related classes when approved to teach AHA BLS and Heartsaver courses by NIHE.
- o. **EDEN AREA ROP** will maintain at least \$1,000,000 in business liability insurance that specifically covers the teaching of healthcare related classes when approved to teach AHA ACLS or PALS courses by NIHE.
- p. **EDEN AREA ROP** may submit upon NIHE approval their courses to NIHE to be posted on the AHA website. There will be a \$25 charge per class to be paid to NIHE for the posting of each class on the AHA website. All requests are to be submitted to NIHE in writing with all the information needed for posting to be included. For a one-time \$50 fee NIHE will register the Training Site on the AHA website so that the **EDEN AREA ROP** can then post its own classes on the AHA website. The **EDEN AREA ROP** must comply with all AHA regulations for posting classes on the AHA website. This is a privilege offered by NIHE to Training Sites in good standing.
- q. **EDEN AREA ROP** will provide NIHE with proof of student manual purchases sufficient to provide one current AHA student manual per student at all training courses. **EDEN AREA ROP** may not *library* books as AHA requires that each student have their own book prior, during, and after the class to take home with them. **EDEN AREA ROP** will provide NIHE with proof of all AHA materials purchases to include but not limited to Instructor materials, videos, AHA Heartcodes, student manuals, and Instructor toolkits for all approved disciplines.
- r. **EDEN AREA ROP** will maintain a greater than 85% positive assessment rate on the online student course evaluation for all courses taught. Failure to maintain this greater than 85% positive response rate may be cause for immediate termination of this agreement. AHA currently requires all students to complete a written course evaluation whether they completed a classroom or blended version of the course. All students receiving an e-card will also, be completing an online course evaluation. **EDEN AREA ROP** is required to have every student complete the written AHA course evaluation appropriate for the course completed and to keep these written evaluations with the student roster, skill sheets, and other course paperwork for no less than five years. Any negative response on a course evaluation by a student must be addressed and response documented. This documentation must be included on the course evaluation summary submitted with the digital roster.
- s. **EDEN AREA ROP** must maintain a current list of all AHA instructors authorized to teach for the Training Site including name, address, email, phone and AHA Instructor ID#. All authorized AHA Instructors must be aligned with NIHE.
- t. **EDEN AREA ROP** must maintain cleaning disinfection records consistent with the manufacturer's recommended procedures and AHA policy.
- u. **EDEN AREA ROP** will submit when requested by NIHE a complete list of all scheduled courses including date, time, discipline to be taught, instructors, and location of each course.
- v. **EDEN AREA ROP** may not operate AHA Training Sites. The ability for **EDEN AREA ROP** to operate authorized Training Programs is a special privilege given to high performing Training Sites by a separate Addendum to this Agreement. **EDEN AREA ROP** may not operate Authorized Training Programs unless there is a signed Addendum to this Agreement authorizing them to do so.

3. Fees

- a. **EDEN AREA ROP** is approved to teach only **BLS & Heartsaver** AHA courses. **EDEN AREA ROP** will pay an annual \$250 Training Site affiliation fee for BLS. This authorizes **EDEN AREA ROP** to offer AHA courses in **CALIFORNIA**. **EDEN AREA ROP** will also, pay an annual \$250 Training Site affiliation fee for BLS for each additional state in which NIHE authorizes **EDEN AREA ROP** to offer AHA courses.
- b. **EDEN AREA ROP** instructors will pay an annual \$50 Instructor affiliation fee per instructor for BLS.

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- c. If **EDEN AREA ROP** teaches an Instructor Course (once the instructor is approved for Training Center Faculty) **EDEN AREA ROP** will pay NIHE a \$75 fee per instructor candidate per discipline. **EDEN AREA ROP** is also responsible for collecting the first two year's instructor affiliation fee from the instructor candidates and submitting these fees along with the required instructor file paperwork to NIHE within two days of instructor course completion. All AHA instructor courses taught by **EDEN AREA ROP** must include the online AHA Instructor Essentials course for the discipline being taught, the classroom instructor course taught according to the AHA Instructor Faculty Guide for the discipline being taught, and monitoring of the instructor candidates doing student teaching for a full provider course of the discipline being taught.
- d. NIHE authorizes **EDEN AREA ROP** to offer courses in **CALIFORNIA**.
- e. **EDEN AREA ROP** will pay a \$10.25 fee per student for all BLS students and a \$22 fee per student for all Heartsaver students. NIHE will send one AHA course completion card per student fee paid to **EDEN AREA ROP**. **EDEN AREA ROP** may not purchase AHA course completion cards from any source other than NIHE. **EDEN AREA ROP** may not resell AHA course completion cards for any reason at any time to any party. Only the NIHE approved Training Site Coordinator or one of their two allowed ecard location assistants may issue these course completion cards to the students. NIHE specifically prohibits **EDEN AREA ROP** from issuing the course completion cards to their instructors. No course completion cards will be issued to **EDEN AREA ROP** without a completed and digitally submitted roster, sign in page, student skills sheets, student written exam answer sheets if applicable, and an evaluation summary page. These documents must be digitally submitted by **EDEN AREA ROP** to NIHE within 2 business days of course completion. When AHA raises their course completion card prices, NIHE will raise their student fees by a proportional amount. As stated in this document **EDEN AREA ROP** may pay the student fee and receive the course completion eCards prior to the class if they stay in compliance with all AHA and NIHE regulations including the timely submission of course paperwork. NIHE may revoke this privilege at any time without notice, if compliance with all AHA and NIHE policies are not maintained.
- f. NIHE will only approve Training Site's that are current and in good standing to become AHA eCard locations.

4.Training Region

EDEN AREA ROP is permitted to provide authorized AHA training within the state of **CALIFORNIA**. If the Training Site will be training outside of their approved region, they must receive permission from NIHE. This permission will require paying the additional fee of \$250 per state and receiving a signed addendum to this Training Site Agreement from NIHE authorizing **EDEN AREA ROP** to offer AHA Training within the additional states. Each additional state will be subject to site inspection by NIHE and will be required to provide documentation of adequate equipment and AHA materials to teach courses at their location and appropriate document storage. **EDEN AREA ROP** may not offer AHA training outside of these approved geographic territories.

5.International Training

Any training outside of the United States must be pre-authorized by the AHA via the approval process on the AHA website and **EDEN AREA ROP** must provide proof of this approval process to NIHE at least 60 days prior to teaching any international courses. Training Sites may be required to work with an International training center. Pre-authorization may be a lengthy process. Training Sites are encouraged to give NIHE a minimum of three months advance notice.

6.Training Site Mandatory Record Keeping

- a. All course records for **EDEN AREA ROP** must be kept and available for inspection in either digital or paper format for at least five (5) years. **EDEN AREA ROP** may be required to maintain training records by another government or accreditation agency. These requirements are the sole responsibility of **EDEN AREA ROP**. If **EDEN AREA ROP** terminates its affiliation

with NIHE, copies of all Training Site records for the preceding five years shall be delivered to NIHE within 10 business days and must be received by NIHE before instructor's records for those who taught for the Training Site will be transferred to the new, accepting Training Center. Records will be maintained in paper or electronic format, in order of date and type of course. Training Sites must deliver any training records requested by NIHE within two business days of request.

- b. **EDEN AREA ROP** will use an NIHE approved digital submission system to submit course paperwork to NIHE.
- c. If **EDEN AREA ROP** terminates its affiliation with NIHE, there is a \$100 per instructor fee for processing the instructor records to the new accepting Training Center. This fee must be paid prior to instructor records being sent to the new accepting Training Center.
- d. In addition to the course documentation listed above, **EDEN AREA ROP** will maintain:
 1. All correspondence from AHA National/Regional and NIHE.
 2. **EDEN AREA ROP** must maintain a current list of AHA Instructors authorized to teach for the Training Site. **EDEN AREA ROP** is solely responsible for ensuring that all instructors are current with the Instructor status and affiliated with NIHE.
 3. Manikin cleaning/disinfection records consistent with the manufacturer's recommended procedures.
 4. AHA course completion cards
 - a. AHA course completion Ecards may be assigned to **EDEN AREA ROP** after the payment of the student fees.
 - b. NIHE will only assign Ecards to Training Sites that have active/current instructors aligned with NIHE.
 - c. Ecards that are assigned to **EDEN AREA ROP** may only be used in courses that are sponsored by **EDEN AREA ROP** and that have been digitally submitted to NIHE. Ecards may only be issued by the **EDEN AREA ROP** Training Site Coordinator or one of the two allowed Training Site Coordinator assistants that NIHE may allow to become Ecard location administrators. Each Training Site is limited to three Ecard Location administrators, one of whom must be the Training Site Coordinator. No Ecards may be transferred to an instructor or another Ecard Location. Once NIHE delivers the Ecards to the Ecard Location belonging to **EDEN AREA ROP** they may only be issued to the students upon successful completion of the AHA course requirements. They must be delivered to the students within two days of successful course completion. Failure to follow any of these policies by **EDEN AREA ROP** may result in the loss of the privilege of **EDEN AREA ROP** receiving Ecards prior to the course completion.
 - d. **EDEN AREA ROP** will issue course completion cards within two business days of course completion.
 - e. NIHE may revoke the privilege of **EDEN AREA ROP** to prepay student fees if rosters are not digitally submitted within 2 business days of the course completion or for any other violation of AHA or NIHE policies. If this occurs AHA course completion cards will not be sent by NIHE to **EDEN AREA ROP** until student fee is paid and the complete roster and course documentation is digitally received by NIHE.

7.AHA Complaints, Student Complaints, & Remediation

- a. **EDEN AREA ROP** agrees that in the case of any student or the AHA reporting any infractions of AHA or NIHE policies by **EDEN AREA ROP** to NIHE, **EDEN AREA ROP** will immediately cooperate with the NIHE investigation of such claims and **EDEN AREA ROP** will submit documentation showing compliance with the AHA and/or NIHE policies when requested by NIHE within two days. If **EDEN AREA ROP** has committed infractions of either AHA or NIHE policies **EDEN AREA ROP** will modify their practices to be compliant with all AHA and NIHE policies and will comply and submit to an NIHE created remediation plan for documentation of corrected practices. NIHE may choose to accept a written agreement for remediation and unannounced inspection and review of **EDEN AREA ROP** classes for a period of at least 90 days not to exceed 180 days if full compliance is consistently demonstrated as determined by NIHE or may choose to draw up a written agreement with specific steps for remediation to be achieved within 30 days followed by a period of unannounced inspection and review for at least 90 to and not to exceed 180 days if full compliance is consistently demonstrated as determined by NIHE. The scope and type of remediation plan is at the sole discretion of NIHE. Failure

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to agree to the remediation plan as determined by NIHE or to successfully complete the remediation plan as determined by NIHE will result in immediate suspension of all Training Site privileges including but not limited to teaching of AHA courses, purchase of AHA materials, and the ability to issue AHA course completion cards to their students. All AHA course completion cards in possession of **EDEN AREA ROP** must immediately be returned to the possession of NIHE upon failure to agree to the remediation plan or failure to successfully complete the remediation plan as determined solely by NIHE, and no compensation will be given to **EDEN AREA ROP** for these AHA course completion cards.

8. Training Site Separation

- a. The term of this Training Site Agreement will be for continuous period: beginning on the date listed below and remain in effect unless otherwise terminated as outlined below.
- b. Either party shall be permitted to terminate this Agreement, at any time, upon sixty (60) days written notice to the other party. Neither party need give a reason for the termination of this agreement. If this Agreement is terminated for any reason all AHA course completion cards located in the Ecard location assigned to **EDEN AREA ROP** will be returned to the NIHE Ecard location by NIHE. No compensation will be given **EDEN AREA ROP** by NIHE for these course completion cards. NIHE shall be permitted to terminate the Agreement immediately in the event **EDEN AREA ROP** fails to perform its obligation as set forth in this Agreement. This Agreement will automatically terminate upon the termination of the training center agreement between NIHE and AHA.
- c. Prior to separation, **EDEN AREA ROP** will turn over all previous five (5) years training records for courses, all instructor records who have taught at these courses, and insure that all AHA course completion cards in their possession have been returned to the NIHE Ecard location. NIHE will not provide any compensation, refund, or credit to the Training Site for these course completion cards or any unused affiliation fees.
- d. NIHE will within 30 days of receipt of written request for termination of this agreement, receipt of completed instructor record transfer forms, and payment of \$100 per instructor transfer fee will send the instructor records to the new Training Center.
- e. This Agreement may be terminated by either party if the other party breaches any term or condition of the Agreement and fails to cure the breach within ten (10) business days after the receipt of written notice describing the breach. **EDEN AREA ROP** acknowledges and agrees that breach includes, but is not limited to, failure by **EDEN AREA ROP** to comply with NIHE or AHA guidelines, and that neither NIHE nor their affiliates, officers, employees or independent contractors, nor AHA nor their affiliates, officers, employees or independent contractors shall have any liability resulting from the termination of this Agreement.
- f. This Agreement may not be assigned or transferred by **EDEN AREA ROP** without the prior written consent of NIHE.

9. Indemnification

- a. **EDEN AREA ROP** hereby agrees to indemnify and hold NIHE, NIHE employees and independent contractors, NIHE owners and officers, and the American Heart Association and its employees harmless from any and all claims related to any personal or business practices, injuries/exposures or the use of the Training Site by any of the trainees or Instructors, and further agrees to indemnify NIHE, NIHE employees and independent contractors, NIHE owners and officers, and the American Heart Association and its employees, from any claim, liability, suit, cause of action, or expense related to the use, by any of the trainees or Instructors, or any methods or techniques learned in the training session.
- b. NIHE and **EDEN AREA ROP** agree that all claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Oregon. The arbitration shall be conducted on a confidential basis pursuant to the

Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in American Heart Association procedures and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

- c. In no event shall NIHE, its owners or officers, its employees or independent contractors, or agents, or AHA or its officers, employees or independent contractors, or agents be liable to **EDEN AREA ROP** for any direct, indirect, special, consequential, personal, business, punitive, or incidental damages.
- a. All advertising including but not limited to internet, media, or print must follow the AHA guidelines set forth in the most current AHA Program Administration Manual and shall be pre-approved by NIHE.
- b. **EDEN AREA ROP** is strictly prohibited from using AHA logos as outlined in the AHA Program Administration Manual.

10. Payment Terms, Ordering AHA Materials, and Delivery

- a. Only the current Training Site Coordinator or designated in writing representative is able to order AHA materials, equipment, and pay student fees to NIHE.
- b. NIHE staff will verify information related to the Training Site for each order.
- c. NIHE will ship AHA materials to **EDEN AREA ROP** main office location only, unless authorized on a per order basis by NIHE. Shipping, handling, and insurance charges will be applied per shipment.
- d. Tax-exempt Training Sites must submit tax-exempt information to NIHE.
- e. **EDEN AREA ROP** must pay in full for materials purchased from NIHE, with a credit card or check before NIHE will ship materials. **EDEN AREA ROP** must be current on all Training Site requirements before they can purchase materials. If affiliation fees are overdue, Training Site will not be able to purchase materials until all charges are paid in full.
- f. **NIHE** will not accept any rosters or student fees from **EDEN AREA ROP** if Training Site affiliation fees or Instructor affiliation fees are overdue.
- g. All sales are final. No refunds will be made for materials received by **EDEN AREA ROP** even if the AHA packaging is unopened.

11. Miscellaneous

- a. NIHE hereby acknowledges that **EDEN AREA ROP** and all instructors are independent of NIHE and nothing in this Agreement shall be deemed to create employment, agency, joint venture, partner or any other arrangement between NIHE and the **EDEN AREA ROP** or any of its Instructors.
- b. NIHE reserves the rights to edit, add, omit, or change any portion of this agreement at any time with notification to **EDEN AREA ROP**.
- c. **EDEN AREA ROP** will notify **NIHE** within one business day of any personnel changes within its administration that are involved in the paying of student fees, receipt of course completion cards, the course documentation process, changes to mailing address, email, addresses, internet web sites, or other contact information.
- d. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the parties.
- e. **EDEN AREA ROP** warrants and represents that upon execution hereof, this Agreement shall be the legal valid and binding obligation of **EDEN AREA ROP**, enforceable against **EDEN AREA ROP** in accordance with its terms. The individual signing this Agreement warrants and represents that he/she is duly authorized to sign this Agreement on behalf of **EDEN AREA ROP**.

- f. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, shall be deemed to be, or shall constitute, a waiver of any other provision hereof; nor shall such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- g. No supplement, modification, or amendment of any term, provision, or condition of the Agreement shall be binding or enforceable on either party hereto unless in writing signed by both parties.
- h. Nothing in the Agreement, whether express or implied, is intended to confer upon any person, other than the parties identified herein and NIHE (and their respective heirs, representatives, successors, and permitted assigns), any rights or remedies under, or by reason of, this Agreement. Nothing in this Agreement is intended to relieve or discharge any liability of any party hereto or any third party. No provision in this Agreement shall give any entity any right of against any party hereto.
- i. All notices shall be sent postage prepaid to the intended party at the address set forth above (unless notification of a change of address is given in writing) and two (2) business days following the date of mailing shall be deemed the date notice is given.
- j. Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.
- k. This Agreement shall be governed by the laws of the State of Oregon without regard to its conflict of law provisions.
- l. The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, or amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.
- m. The following paragraphs, including their subparagraphs, shall survive the termination of this Agreement 6, 7, 8, and 9.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

Date: _____

Charles Bunbury
Training Site Coordinator Print Name

Training Site Coordinator Signature

Phone Number _____

Email _____

NIHE TC Coordinator _____ Linnea Stonebraker RN, PhD.
Print Name

Signature

The term of this agreement will be from April 24, 2019 to April 30, 2020.