



Tuesday, July 28, 2020 Regular Board Meeting

ALAMEDA COUNTY BOARD OF EDUCATION Regular Board Meeting:

Closed Session: 5:00 p.m.
Open Session: 6:30 p.m.

NOTICE is hereby given that the Meeting of the Alameda County Board of Education will be held on July 28, 2020, at 6:30 p.m. Pursuant to the Executive Order of the Governor, and in order to adhere to the Shelter-in-Place Orders from the Governor and the Health Officer of Alameda County, the Board meeting will be held telephonically and will not be open to personal attendance to the public. The meeting may be viewed live at the following link:<https://zoom.us/j/93738430656>

MEETING LOCATION: Webinar ID: 937 3843 0656

Telephone: Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833

REMOTE ACCESS ONLY

Virtual Meeting Details:

<https://zoom.us/j/93738430656>

www.acoe.org

MISSION STATEMENT:

**Provide, promote and support leadership and service to ensure the success of Every Child...in Every School... Every Day!
Board of Education**

1. MEETING INFORMATION

Subject A. PUBLIC TO COMMENT ON BOARD MATTERS

Meeting Jul 28, 2020 - Regular Board Meeting

Access Public

Type Information

The Alameda County Board of Education respects the right of the public to comment on Board matters. Individuals wishing to address the Board may do so by submitting written comments electronically, as follows: Comments on Non-agenda Items Comments on NON-agenda items will be accepted as follows:

Submit public comments for NON-agenda items using the 7/28/20 Alameda County Board of Education Public Comments. (https://docs.google.com/forms/d/1ZhM2AnBw61w_qfgrNedc9NyNUJBut6KhVrSERa0comY/prefill) and posted on <https://www.acoe.org/board>). All comments must be submitted by 5:00 pm.

On the form, please check Item #3: Non-agenda Item.

When it is time for public comments on NON-agenda items, trustees will have up to 30 minutes to silently read comments that were submitted. The total time allotment will be determined by the Board President. During this time, the Administrative Assistant to the Board of Education will read the names of public comment authors.

Comments on Agenda Items Comments on agenda items will be accepted as follows:

Subject A. PUBLIC TO COMMENT ON BOARD MATTERS

Meeting Jul 28, 2020 - Regular Board Meeting

Category 1. MEETING INFORMATION

Access Public

Type Information

Submit public comments using the 7/28/20 Alameda County Board of Education Public Comments Form (https://docs.google.com/forms/d/1ZhM2AnBw61w_qfgrNedc9NyNUJBut6KhVrSERa0comY/prefil and posted on <https://www.acoe.org/board>). All comments must be submitted by 5:00 pm. All comments will be posted online at <https://www.acoe.org/board>. Comments that are disruptive, threatening, abusive, or defamatory are not allowed. Persons who are defamed are entitled to pursue legal action against those who engage in such speech. When it is time for public comments on each agenda item, trustees will have up to 30 minutes to silently read comments that were submitted. The total time allotment will be determined by the Board President. During this time, the Administrative Assistant to the Board of Education will read the names of public comment authors and whether they are for or against the agenda item. Our community's health and safety is our highest priority as we adapt our meeting protocol. At the discretion of the Presiding Officer or Board, anyone who disrupts the meeting may be required to leave. Thank you for your anticipated cooperation.

2. OPENING OF MEETING

Subject

A. CALL TO ORDER

Meeting

Jul 28, 2020 - Regular Board Meeting

Access

Public

Type

Submitted by:

Background:

2. OPENING OF MEETING

Subject

B. ROLL CALL

Meeting

Jul 28, 2020 - Regular Board Meeting

Access

Public

Type

Submitted by:

Background:

3. RECESS TO CLOSED SESSION

Subject	A. ENTER CLOSED SESISON
Meeting	Jul 28, 2020 - Regular Board Meeting
Access	Public
Type	Action, Information
Recommended Action	Motion to enter Closed Session.

3. RECESS TO CLOSED SESSION

Subject **B. INTERDISTRICT TRANSFER APPEAL**

Meeting Jul 28, 2020 - Regular Board Meeting

Access Public

Type Action

Recommended Action The Board will hear and take action on the following interdistrict transfer appeals. These matters will be heard in closed session.
1. IDT#02-BM-20/21 - San Leandro USD

Submitted by: **Ruth Jones**

Executive File Attachments
02-BM-2021.pdf (2,478 KB)

3. RECESS TO CLOSED SESSION

Subject **C. DISCUSSING REAL PROPERTY NEGOTIATIONS**

Meeting Jul 28, 2020 - Regular Board Meeting

Access Public

Type Action (Consent), Information

Recommended Action (Government Code section 54956.8)
Property: 40950 Chapel Way, Fremont, California 94538
Agency Negotiators: Superintendent L. Karen Monroe, Associate Superintendent of
Business Services Raul A. Parungao, Landis Graden of DCG Strategies, Jamil Muchell of
DCG Strategies
Under negotiation: Price and terms of potential sale of property

Executive File Attachments

[ACOE - DCG Strategies - Chapel Way Brokerage Update - July 28 Board Memo.pdf \(64 KB\)](#)

3. RECESS TO CLOSED SESSION

Subject	D. RECONVENE TO OPEN SESSION
Meeting	Jul 28, 2020 - Regular Board Meeting
Access	Public
Type	Action
Recommended Action	Motion to reconvene in Open Session.

4. OPENING OF MEETING

Subject

A. CALL TO ORDER

Meeting

Jul 28, 2020 - Regular Board Meeting

Access

Public

Type

Procedural

The meeting of the Alameda County Office of Education will be called to order by the President of the Board, Knowles.

4. OPENING OF MEETING

Subject

B. ROLL CALL

Meeting

Jul 28, 2020 - Regular Board Meeting

Access

Public

Type

Procedural

President Knowles

Vice-President McDonald

Trustee Berrick

Trustee Rivera

Trustee Cerrato

Trustee Normand

Trustee Cole

4. OPENING OF MEETING

Subject **C. REPORT ON BOARD CLOSED SESSION**

Meeting Jul 28, 2020 - Regular Board Meeting

Access Public

Type Information

President Knowles will report out on any actions taken in closed session.

4. OPENING OF MEETING

Subject

D. RECORDING STATEMENT

Meeting

Jul 28, 2020 - Regular Board Meeting

Access

Public

Type

Information

This meeting is being recorded and/or broadcast at the direction of the Board.

5. CONSENT AGENDA - GENERAL MATTERS

Subject	A. APPROVAL OF CONSENT AGENDA ITEMS
Meeting	Jul 28, 2020 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Recommended Action	Motion to approve all items of the Consent Agenda.

5. CONSENT AGENDA - GENERAL MATTERS

Subject	B. MINUTES OF THE JULY 14, 2020 BOARD MEETING
Meeting	Jul 28, 2020 - Regular Board Meeting
Access	Public
Type	Action (Consent)
Recommended Action	Board will consider approval of the Minutes from the July 14, 2020 Board Meeting.

File Attachments
FINAIMINUTESJULY14.pdf (54 KB)

REORGANIZATION MEETING (Tuesday, July 14, 2020)

Generated by Tonia German on Tuesday, July 21, 2020

Members present

Aisha Knowles, Eileen Mcdonald, Angela Normand, Janevette Cole, Joaquin J Rivera, Ken Berrick, Yvonne Cerrato

1. OPENING OF MEETING

Procedural: A. CALL TO ORDER

Meeting opened at 5:00 pm

Procedural: B. ROLL CALL

Present: Trustee Normand, Trustee Berrick, President Rivera, Trustee Cole, Trustee Cerrato, Trustee McDonald, Trustee Knowles, Dan Bellino (Chief of Staff), Toni German (Administrative Assistant to the Board)

2. RECESS TO CLOSED SESSION

Action, Information: A. ENTER CLOSED SESSION

The Board recessed for closed session at 5:00 p.m.

Motion to enter Closed Session.

Motion by Joaquin J Rivera, second by Eileen Mcdonald.

Final Resolution: Motion Approved

Yea: Aisha Knowles, Eileen Mcdonald, Angela Normand, Janevette Cole, Joaquin J Rivera, Ken Berrick, Yvonne Cerrato

Action: B. INTERDISTRICT TRANSFER APPEALS

The Board will hear and take action on the following interdistrict transfer appeal. These matters will be heard in closed session.

1. IDT#02-BM-20/21 - San Leandro USD

2. IDT#04-NLE-20/21 - Alameda USD

Motion by Yvonne Cerrato, second by Eileen Mcdonald.

Final Resolution: Motion Failed

Nay: Aisha Knowles, Eileen Mcdonald, Angela Normand, Janevette Cole, Joaquin J Rivera, Ken Berrick, Yvonne Cerrato

3. RECONVENE TO OPEN SESSION

The Board reconvened to open session at 6:04pm

Information: A. REPORT ON BOARD CLOSED SESSION

- IDT#02-BM-20/21 - San Leandro USD

o The appeal was postponed for the next Board meeting

- IDT#04-NLE-20/21 - Alameda USD

o Ayes: (0)

o Noes: Trustee Berrick, Trustee Knowles, Trustee Cole, Trustee Rivera, Trustee Cerrato, Trustee Normand, Trustee McDonald

The Board voted unanimously (7-0) to deny the appeal.

Information: B. RECORDING STATEMENT

4. SWEARING IN CEREMONY OF BOARD MEMBERS

Procedural: A. SWEARING IN CEREMONY OF BOARD MEMBERS

Superintendent Monroe swore in Trustee Ken Berrick, Trustee Angela Normand, and Trustee Eileen McDonald.

Dr.Stanley Dobbs swore in Trustee Janevette Cole.

5. BOARD REORGANIZATION

Action, Information, Procedural: A. ELECTION OF OFFICERS

Superintendent Monroe will call for nominations for President

Motion by Eileen Mcdonald, second by Ken Berrick.

Final Resolution: Motion Approved

Yea: Aisha Knowles, Eileen Mcdonald, Angela Normand, Janevette Cole, Joaquin J Rivera, Ken Berrick, Yvonne Cerrato

Newly elected President will call for nominations for Vice President.

Motion by Yvonne Cerrato, second by Joaquin J Rivera.

Final Resolution: Motion Approved

Yea: Aisha Knowles, Eileen Mcdonald, Angela Normand, Janevette Cole, Joaquin J Rivera, Ken Berrick, Yvonne Cerrato

Information: B. RECOGNITION OF OUTGOING PRESIDENT

The Board recognized President Joaquin Rivera.

Information: C. REMARKS OF OUTGOING PRESIDENT

President Rivera thanked Staff and Board Members.

Information: D. INTRODUCTORY REMARKS OF INCOMING PRESIDENT

President Knowles recognized President Rivera.

Superintendent Monroe recognized President Rivera.

6. PUBLIC COMMENTS - Only on items not listed on the agenda.

Information: A. GUIDELINES FOR PUBLIC COMMENT (AS CLOSE TO 7:00 PM AS POSSIBLE)

None.

7. RACIAL JUSTICE RESOLUTION.

Action: A. FIGHT AGAINST RACIAL INJUSTICES RESOLUTION

Board will consider approval of Resolution No. 2226.

Motion by Ken Berrick, second by Janevette Cole.

Final Resolution: Motion Approved

Yea: Aisha Knowles, Eileen Mcdonald, Angela Normand, Janevette Cole, Joaquin J Rivera, Ken Berrick, Yvonne Cerrato

8. CONSENT AGENDA - GENERAL MATTERS

Action (Consent): A. MINUTES OF THE JUNE 9, 2020 BOARD MEETING

Resolution: Board will consider approval of the Minutes from the June 9, 2020 Board Meeting.

Board will consider approval of the Minutes from the June 9, 2020 Board Meeting.

Action: B. WILLIAMS UNIFORM COMPLAINTS QUARTERLY REPORTS FOR APRIL- JUNE 2020

Action: C. CALIFORNIA SCHOOL BOARD ASSOCIATION (CSBA) MEMBERSHIP DUES

Board will consider approval of payment for the following Board membership dues:

California School Boards Association (CSBA), Education Legal Alliance, and California County Boards of Education (CCBE) Membership Dues 2020-2021

Action (Consent): D. ETHNIC STUDIES RESOLUTION

Resolution: Board will consider approval of Resolution No. 2227

Motion to Approve Consent Agenda (A-D) by Ken Berrick, second by Trustee McDonald.

Final Resolution: Motion Approved

Yea: Aisha Knowles, Eileen Mcdonald, Angela Normand, Janevette Cole, Joaquin J Rivera, Yvonne Cerrato, Ken Berrick

9. PUBLIC HEARING

Action, Information: A. PUBLIC HEARING - URBAN MONTESSORI CHARTER SCHOOL

1 public comment in favor

Motion to open the Public Hearing on Urban Montessori's request for a material revision, in accordance with ACOE Administrative Regulations and Education Code Sections 47605.6(a)(3) and (b); and 47607(a)(2).

Motion by Yvonne Cerrato, second by Joaquin J Rivera.

Motion Approved

Yea: Aisha Knowles, Eileen McDonald, Angela Normand, Janevette Cole, Joaquin J Rivera, Yvonne Cerrato

Abstain: Ken Berrick

The Board will hold a Public Hearing on Urban Montessori's request for a material revision, in accordance with ACOE Administrative Regulations and Education Code Sections 47605.6(a)(3) and (b); and 47607(a)(2).

Motion by Yvonne Cerrato, second by Angela Normand.

Final Resolution: Motion Approved

Yea: Aisha Knowles, Eileen McDonald, Angela Normand, Janevette Cole, Joaquin J Rivera, Yvonne Cerrato

Abstain: Ken Berrick

10. GENERAL ITEMS

Action, Information: A. FACILITIES COMMITTEE REPORT

Trustee Rivera requested background information to moved to the July 28 Board Meeting Agenda.

Action, Information: B. FY 2020-2021 CALENDAR

The Board will take action to approve or deny the proposed calendar for fiscal year 2020-2021 Calendar.

Motion by Eileen McDonald, second by Ken Berrick.

Final Resolution: Motion Approved

Yea: Aisha Knowles, Eileen McDonald, Angela Normand, Janevette Cole, Joaquin J Rivera, Ken Berrick, Yvonne Cerrato

Cerrato

11. ITEMS FROM THE BOARD

Information: A. BOARD MEMBERS WILL DISCUSS THE STATUS OF THEIR ACTIVITIES

Trustee Cole reported attending meeting with former teachers and administrators in Hayward Unified on Racism and Ethnic Studies.

Trustee Berrick reported attending a forum about alternative to law enforcement in schools, restorative justice, practice and mental health services.

Trustee Cerrato welcomed new board members and discussed Law Enforcement community involvement.

Trustee McDonald met with two retired school resource officers and discussed law enforcement in schools and, visited 3 Fremont school sites distributed snacks to students.

President Knowles virtually attended a scholarship celebration for the South County African American Historical Society and The Cherryland Community Association Meeting Virtually

President Knowles also supported Cherryland's weekly food distribution.

12. PRESIDENT'S REPORT

Information: A. PRESIDENT WILL DISCUSS STATUS OF THEIR ACTIVITIES

President Knowles virtually attended a scholarship celebration for the South County African American Historical Society and The Cherryland Community Association Meeting Virtually.

President Knowles also supported Cherryland's weekly food distribution.

13. ITEMS FROM THE SUPERINTENDENT.

Information: A. SUPERINTENDENT WILL DISCUSS ACTIVITIES AND RECENT EVENTS

Superintendent Monroe reported attending Zoom meetings at all City, County, and State levels to address school re-openings.

Superintendent Monroe reported sitting on the panel hosted by Mills College " We gone be alright" Leading in the Midst of Racial Trauma event.

Superintendent Monroe reported sitting on the panel for Black Students Matter with the California Democratic Party Children's

Caucus.

Superintendent Monroe and Monica Vaughn presented an update on SPaS reopening.

14. ADJOURNMENT

Information: A. VISIT <http://www.acoe.org/board> TO VIEW LIVE WEBCASTS OF REGULAR BOARD MEETING.
Adjournment at 8:09 pm in memory of supervisor Gayle Steele and, 2 students who we lost to suicide from Alameda County community schools.

Information: B. NEXT MEETING: July 28, 2020

Procedural: C. ADJOURN THE MEETING

6. PUBLIC COMMENTS - Only on items not listed on the agenda.

Subject **A. Guidelines for Public Comment (as close to 7:00 p.m. as possible)**

Meeting Jul 28, 2020 - Regular Board Meeting

Access Public

Type Information

Only on items not listed on the agenda.

This part of the meeting provides an opportunity for the public to address the Board of Education on items that are not listed on the Agenda. Comments are welcome; however, the Board cannot comment on any item that is not agendaized. Individuals wishing to address the Board, please refer to the instructions listed above. Speakers are asked to limit their comments to two minutes each, and the Board President may limit the amount of comment and discussion time.

7. GENERAL ITEMS

Subject	A. FACILITIES COMMITTEE REPORT
Meeting	Jul 28, 2020 - Regular Board Meeting
Access	Public
Type	Action, Information
Recommended Action	A. The Facilities Committee Chair will report out from the July 14th and July 28th 2020 Committee meeting. B. The Board will review and consider approval of the following lease agreements: - Eden Youth Family Center

Submitted by:

Background:

File Attachments
[ACOE_EYFC_Lease 2020-2021.pdf \(240 KB\)](#)



Eden Youth and Family Center Building Lease

A cooperative of youth services committed to improving the quality of life of and families in the Eden Area community.

THIS LEASE is made and entered into this 1st day of July 2020 by and between the **Eden Youth and Family Center**, a nonprofit corporation (Landlord) and **Alameda County Office of Education** (Tenant) with a principal place of business located at 313 West Winton Avenue, Hayward, California 94544.

1. Premises

- 1.1 Landlord hereby leases and Tenant hereby rents the following Premises (hereinafter "Premises): **Office Space in square feet referenced as Hayward Community School, Rooms 14, 15, 16 and 18 (class rooms – 900 sq. ft. each), Room 17 (admin office); located at 680 West Tennyson Road, Hayward California, a total of 3,600 square feet for 4 classrooms.**

2. Term

- 2.1 The term of this Lease shall be for one year starting July 1, 2020 and ending June 30, 2021 unless sooner terminated pursuant to this Lease.
- 2.2 At the end of this lease, either landlord or tenant can terminate the lease. If both the parties are agreeable to a lease extension, that extension will be for a 1-year period.
- 2.3 In the event that the commencement date of the term of the Lease is other than as provided in Section 2.1, then Landlord and Tenant shall execute a written acknowledgment of commencement date and shall attach it to Lease.

3. Rent

- 3.1 The rental payment for 4 classrooms listed above plus an office space is **\$4,900 per month**. This rental rate reflects at \$1.25 square foot of 3,600 of classroom space plus an office space of \$400 a month.
- 3.2 Tenant shall pay to Landlord as rent for the Premises in advance on the first day of each calendar month of the term of this Lease without deduction, offset, prior notice or demand. If the commencement date is not the first day of a month, or if the Lease termination date is not the last day of a month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which lease commences and/or terminates.

4. Use

- 4.1 The Premises shall be used and occupied by Tenant for the provision of services which will provide health, educational, recreational, counseling or other support services improving the quality of life for children, youth and/or families.
- 4.2 Tenant shall not use or permit the premises to be used for any purpose, nor shall Tenant do or permit any acts to be done on the premises, which will increase the existing rate of any insurance policy covering the premises or any part thereof. If any act on the part of the Tenant or use of the premises by Tenant shall cause directly or indirectly, an increase of Landlord's insurance such additional expense shall be paid by Tenant to Landlord upon demand. Tenant shall not sell or permit to be kept, used or sold in or about the premises any article which may be prohibited by the standard form of fire insurance policies.

5. Service and Utilities

- 5.1 **Landlord's Obligations.** Landlord agrees to furnish Premises gas and electricity suitable for the intended use of Premises, heat required in the Landlord's judgment for the comfortable use and occupancy of the Premises (to meet CA license requirements), scavenger (trash), landscape maintenance, and sewer services. Landlord shall also maintain and keep lighted the common

walkways. Landlord further agrees to furnish reasonable proportion of water supplied to the Premises. Landlord shall track the usage and cost of utilities. Landlord and Tenant shall review utility usage annually and adjust flat fee accordingly.

- 5.2 **Tenant's Obligations.** Tenant agrees to pay a flat fee of **\$1,117** per month based on 4,200 square feet of occupied space at Eden Youth & Family Center to cover utilities Tenant requires at the Premise. Utilities include gas and electricity, water, and scavenger (trash).
- 5.3 **Non-Liability.** Landlord shall not be liable for, and Tenant shall not be entitled to, any abatement or reduction of rent by reason of Landlord's failure to furnish any of the foregoing when such failure is caused by accidents, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause similar or dissimilar, beyond the reasonable control of Landlord. Landlord shall not be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the foregoing.

6. Maintenance & Repairs

- 6.1 **Landlord's Obligations.** Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or any other tenant in the Building.
- 6.2 **Tenant's Obligations.** Tenant waives any statutory right to make repair at the expense of landlord. In the event Tenant fails to maintain the premises in good order and repair, Landlord shall give Tenant notice to make such repairs, In the event Tenant fails to do so, Landlord shall have the option to make such repairs at the expense of Tenant. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with use of the premises by Tenant as a result of the making of any such repairs.

7 Alterations and Liens.

- 7.1. Tenant shall make no alterations, additions or improvements to the Premises or any part thereof without obtaining the prior written consent of Landlord.
- 7.2 Tenant, upon the termination of this lease by expiration for the term hereof or for any other reason, shall quit and surrender the premises in good order, condition, and repair, reasonable wear and tear, an act of God, or the elements excepted. Upon termination of this lease or expiration of the term or otherwise, landlord shall have the option to require Tenant to remove from premises at Tenant's expense all improvements placed on the premises by Tenant, with the premises thereafter to be restored to its previous condition, at the expense of Tenant.
- 7.3 Tenant shall keep the premises and building free and clear of any liens and shall indemnify, hold harmless, and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Tenant. In the event any lien is filed, Tenant shall do all acts necessary to discharge any lien within (10) days of filing, or if Tenant desires to contest any liens, the Tenant shall deposit with Landlord such security as Landlord shall demand to insure the payment of the lien claim. In the event Tenant shall fail to pay any lien claim when due or shall fail to deposit the security with landlord, then landlord shall have the right to expend all sums necessary to discharge the lien claim, and Tenant shall pay as additional rental, when the next rental claim is due, all sums expended by Landlord in discharging any lien, including attorney's fees and costs.

8. Signs

- 8.1 Landlord reserves the right to the use of the exterior walls of the premises. Tenant shall not inscribe, paint, affix any signs, advertisements, placards, or awnings on the exterior, roof, entrance doors, or window of the premises or on the sidewalk on or adjacent to the premises without the prior written consent of the landlord.

9. Entry by Landlord

- 9.1 Landlord reserves and shall at any and all times have the right to enter the Premises to inspect the same, to supply janitor service and any other service to be provided by Landlord to Tenant Thereafter, to submit said Premise to prospective tenants, to alter, improve or repair the Premises and any portion of the Building without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the Premises shall not be blocked thereby, and further providing that the

business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant vaults, files and safes, and Landlord shall have the right to use any and all means which landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

10. Indemnity

10.1 Landlord shall be free of all liabilities and claims for damage by reasons of any injury or death to any person or persons, including Tenant, or damage to property of any kind whatsoever and to whomsoever belonging, including Tenant, from any cause or causes whatsoever, including acts or omission of other tenants in the building, except any liability and claim caused solely by the acts of Landlord while in, upon, or connected in any way with the premises, during the term this lease or any extension or renewal thereof, or any occupancy hereunder, and Tenant hereby agrees to indemnify, save harmless and defend landlord from all liability, damage, loss, costs and obligation, including court costs and counsel fees, on account of or arising out of or alleged to have arisen out of directly or indirectly, any such injuries, death or losses, however occurring.

11. Insurance

11.1 Tenant shall, at all times during the term of this Lease, and at its own cost and expense procure and continue in force the following insurance coverage:

- a. Bodily injury and Property Damage Liability insurance with a combined single limit for bodily injury and property damage of not less than \$500,000
- b. Fire and Extended Coverage Insurance, including vandalism and malicious mischief coverage, in an amount equal to the full replacement value of all fixtures, furniture and improvements installed by or at the expense of Tenant.

11.2 Tenant's policies shall designate specifically that Landlord is an additional named insured thereunder. The appropriate Certificate of Insurance shall be promptly provided to Landlord upon written request. Any failure of Tenant to comply with reporting provision of the policy shall not affect coverage provided to the Landlord, and the policy shall provide that the coverage is primary insurance and that no other insurance affected by the Landlord shall be called upon to contribute to a loss under this coverage.

12 Compliance with Laws and Rules

12.1 Tenant, at Tenant's sole cost, shall comply with all laws, ordinances, orders and regulations of all governmental authorities with respect to the premises and the use and occupation thereof by Tenant. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, orders, or regulations shall be deemed to be conclusive as to Landlord and Tenant.

12.2 Tenant and Tenant's agents, servants, employees, visitors, and licensees shall observe and comply strictly with all reasonable rules adopted or which are adopted hereafter for the care, protection, cleanliness, and proper operation of the building and all the tenants in the building, Landlord shall have no obligation to Tenant as a result of the violation of any such rules by any other persons.

12.3 Tenant shall be responsible for and shall bear the expense of ensuring that the programs and services it offers to the public are accessible and available to all members of the public, as required by the Americans with Disabilities Act.

13. Involuntary Termination

13.1 This lease, at the option of the Landlord, shall immediately cease and terminate upon the happening of any of the following events:

- a. The filing of a petition for any proceeding under the Bankruptcy Act or any amendment thereto by or against the Tenant.
- b. A finding or judgment of insolvency of Tenant.
- c. An assignment for the benefit of creditors by Tenant.
- d. The levying of a writ of execution on the business of Tenant or on the assets of Tenant located on the premises, which is not discharged within five (5) days after the date of said levying.
- e. The appointment of a receiver to take possession of the premises or the assets of the Tenant.

14. Default

14.1 If Tenant shall fail to pay any part of the rent provided for herein or any other sum required to be paid by Tenant at the time or in the manner required, or if Tenant should abandon, vacate or surrender the premises or be dispossessed by any process of law, or if default shall occur in any of the other terms, covenants, and conditions contained in this lease, Landlord, in addition to all other rights or remedies provided for by law, shall have the right to immediately re-enter the premises and to remove all persons and property located thereon and to store said property in a public warehouse or elsewhere at the cost of and for the account of Tenant.

15. Attorney's Fee

15.1 Tenant agrees that, if Landlord is involuntarily made a party defendant to any litigation concerning this lease or the premises or said building by reason of any act or omission of Tenant and not because of any act or omission of Landlord, then Tenant shall hold harmless the Landlord from all liability by reasons thereof, including reasonable attorney's fees incurred by Landlord in such litigation and all taxable court costs. If legal action shall be brought for the unlawful detainer of the premises for the recovery of any rent due under the provision of this lease, or because of the breach of any term, covenant, or provision hereof, the party prevailing in said action (Landlord or Tenant as the case may be) shall be entitled to recover from the party not prevailing costs of suit and reasonable attorney's fees which shall be fixed by the Judge of the Court.

16. Waiver

16.1 No covenant, term or condition or the breach thereof shall be deemed waived by Landlord, except by its written consent. Any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant term or condition. Acceptance of all or any portion of rent at any time shall not be deemed to be a waiver of any other covenant, term, or condition.

17. Notice

17.1 All notices or demands of any kind required or desired to be given by Landlord or Tenant thereunder shall be in writing and shall be served by personal delivery, by mail as hereinafter provided, or as otherwise provided by law, and shall be deemed delivered twenty-four (24) hours after depositing the notice or demand in the U.S. mail, postage prepaid, addressed, as the case may be, to Tenant at the address of premises, whether or not the Tenant has departed from, abandoned, or vacated the premises, and to Landlord at the address designated after the name of Landlord at the end of this lease, or such other address as shall be designated by either party in compliance with provisions of this paragraph.

18. Interest for Late Payments, On Damages, Liquidated Damages.

18.1 Any payment of rent or any other sum of money due hereunder shall, if not paid on its due date, bear interest at the rate of 10 percent per annum on the unpaid balance thereof from the due date until paid.

18.2 Tenant hereby acknowledges that late payment of rent or any other sum due hereunder will cause Landlord to incur costs not contemplated by this lease and that it will be impractical and extremely difficult to ascertain such costs. Tenant, therefore, hereby acknowledges that it would be reasonable to fix at this time a sum for liquidated damages for any late payment. Tenant agrees that any payment of rent or any other sum due hereunder which is not paid within 10 days of its due date shall bear a late charge of one percent per month for each month or fraction of a month such payment or part thereof is delinquent.

18.3 Acceptance of any sum less than the full amount due for such interest, damages, and delinquent principal shall not constitute a waiver of Tenant's default with respect to such overdue payment nor prevent landlord from exercising any other right or remedy which it may have.

19. Miscellaneous

19.1 All of terms, covenants and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, and assigns, except that nothing in this provision shall be deemed to permit any assignment, subletting, or use of the premises other than as provided for herein.

19.2 Time is of the essence of this lease and of each and every provision hereof, except as the conditions relating to the delivery of possession of the premises to Tenant. All the terms, covenants, and conditions contained in this lease to be performed by Tenant, if Tenant shall consist of more than one person or organization, shall be deemed to be joined and several, and all rights and remedies granted to Landlord by law shall be cumulative and non-exclusive of any other remedy.

20. Termination of Lease

20.1 Landlord and Tenant each shall have the right to terminate this agreement or any extension thereof effective at any time by giving the other party notice in writing at least ninety (90) days before the date of termination. In the event of termination of this lease or any extension thereof, rent shall be prorated to the effective date of termination. Any rent prepaid by Tenant shall be refunded and any rent due from Tenant, but unpaid, shall be paid forthwith.

Date: _____

LANDLORD: Eden Youth and Family Center

(Authorized Signature)

Karen Halfon
Name

Executive Director
Title

Date: _____

TENANT: Alameda County Office of Education

(Authorized Signature)

Name

Title

7. GENERAL ITEMS

Subject **B. SPaS REOPENING UPDATE**

Meeting Jul 28, 2020 - Regular Board Meeting

Access Public

Type Information

Submitted by: Monica Vaughn

8. ITEMS FROM THE BOARD

Subject **A. BOARD MEMBERS WILL DISCUSS THE STATUS OF THEIR ACTIVITIES**

Meeting Jul 28, 2020 - Regular Board Meeting

Access Public

Type Information

Board members will discuss the status of their activities and possible topics of interest to the Board and the general public.

9. PRESIDENT'S REPORT

Subject **A. PRESIDENT WILL DISCUSS STATUS OF THEIR ACTIVITIES**

Meeting Jul 28, 2020 - Regular Board Meeting

Access Public

Type Information

The President will discuss recent activities and possible topics of interest to the Board and the general public.

10. ITEMS FROM THE SUPERINTENDENT

Subject **A. SUPERINTENDENT WILL DISCUSS ACTIVITIES AND RECENT EVENTS**

Meeting Jul 28, 2020 - Regular Board Meeting

Access Public

Type Information

The Superintendent, as the Secretary to the Board, will present topics of interest to the Board and the general public.

11. ADJOURNMENT

Subject	A. Visit http://www.acoe.org/board to view live webcasts of regular board meeting.
Meeting	Jul 28, 2020 - Regular Board Meeting
Access	Public
Type	Information

11. ADJOURNMENT

Subject

B. Next Meeting:

Meeting

Jul 28, 2020 - Regular Board Meeting

Access

Public

Type

Information

Submitted by:

Background:

11. ADJOURNMENT

Subject **C. Adjourn the Meeting**

Meeting Jul 28, 2020 - Regular Board Meeting

Access Public

Type Action

Recommended Action Motion to adjourn the meeting.

There being no further business the President of the Board will adjourn the meeting.