



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

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

Friday, June 9, 2023
5:00 pm

GOVERNING BOARD MEMBERS

Gary Howard, President	Castro Valley Unified School District
Juan Campos, Vice-President	San Lorenzo Unified School District
Joe Ramos, Member	Hayward Unified School District
Evelyn Gonzalez, Member	San Leandro Unified School District

MISSION STATEMENT

The mission of the Eden Area ROP is to build a foundation for students that prepare them academically, technically, and professionally to meet challenging opportunities of the 21st Century with confidence and purpose.



Regular Meeting of the ROP Governing Board

Date: Friday, June 9, 2023
Time: 5:00 p.m.
In-Person (limited seating): Eden Area ROP Board Room (Building A), 26316 Hesperian Blvd., Hayward, CA 94545
Virtual via Zoom: <https://zoom.us/j/99397978944?pwd=anVST3pGRDF4MjRjOHJMOUJNR3NyUT09>

Attend Zoom Meeting Instructions:

- **To observe the meeting by video conference**, please click on [LINK](#) or go <https://zoom.us/j/99397978944?pwd=anVST3pGRDF4MjRjOHJMOUJNR3NyUT09> to at the noticed meeting time.

Meeting ID: **993 9797 8944**

Passcode: **EAROP23**

Instructions on how to join a meeting by video conference is available at: <https://support.zoom.us/hc/en-us/articles/201362193> -Joining-a-Meeting.

- **To listen to the meeting by phone**, please call at the noticed meeting time **1-669-900-6833**, then enter ID **993 9797 8944**, then press "#". Passcode: **8908035**

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

Public Comment Instructions:

The Board respects and encourages the public to comment on matters on the Board agenda and within the Board's jurisdiction. The Board fully supports civil discourse and requests that everyone respect each other and their point of view. We strive to model respectful communication for our students in all of our interactions. According to the Brown Act, the Board may not comment or take action on items not on the agenda.

- **To comment by video conference**, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the eligible Agenda item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions on how to "Raise Your Hand" is available at: <https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.
- **To comment by phone**, you will be prompted to "Raise Your Hand" by pressing "*9" to request to speak when Public Comment is being taken on the eligible Agenda Item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions of how to raise your hand by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.
- **To comment in-person**, individuals who would like to address the Board in-person must 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 President prior to the start of the agenda item. Once called on speakers are requested to go to the podium and begin by stating his/her/their name, and whether the statement is being made as an individual or as a representative of an organization.

AGENDA

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

Any member of the audience may speak on any agenda item by following this process, or upon recognition by the President by identifying himself/herself/themself and his/her/their 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 "Public Comment" 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. Public Comment for Agenda items and matters that are related to the Eden Area ROP

(According to the Brown Act, the Board may not comment or take action on items not on the agenda.)

The Board respects and encourages the public to comment on matters on the Board agenda and within the Board's jurisdiction. The Board fully supports civil discourse and requests that everyone respect each other and their point of view.

Public Comment Instructions:

- When it is time for the speakers to address the Board, your name will be called and you will then be unmuted (if attending virtually) or asked to come to the podium (if attending in-person) and allowed to make public comments.
- Speakers via Zoom should rename their Zoom profile names to their real names to expedite this process.
- If attending virtually, after the comment, the microphone for the speaker's Zoom profile will be muted.

With Board consensus, the President may increase or decrease the time allowed. This meeting is being recorded to prepare the official minutes.

VII. Consent Calendar

Action by the Eden Area ROP Governing Board of the Eden Area Regional Occupational Program means that all items listed under the Consent Calendar are adopted by one single motion, unless a member of the Governing Board, the Superintendent, or a member of the public requests that any such item be removed from the Consent Calendar and voted upon separately.

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of May 4, 2023 (pages 5-12)
- B. Request the Governing Board to approve the Bill Warrants (pages 13-20)
- C. Request the Governing Board to approve the Personnel Action Items (pages 21-22)
- D. Request the Governing Board to approve the Agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB Roll Forward Report Services for the 2022-2023 School Year (pages 23-25)

Page 3 – Agenda for the June 9, 2023 Regular Meeting of the ROP Governing Board

- E. Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2023-2024 School Year (pages 26-32)
- F. Request the Governing Board to approve the Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2023-2024 School Year (pages 33-39)
- G. Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2023-2024 School Year (pages 40-46)
- H. Request the Governing Board to approve the Agreement with Abtech Technologies for Information Technology Support Services for the 2023-2024 and 2024-2025 School Years (pages 47-54)
- I. Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2023-2024 School Year (pages 55-57)
- J. Request the Governing Board to approve the Contract with Chabot-Las Positas Community College District for the Coordination of Work-Based Learning Services for Pathway Programs for the 2023-2024 School Year (pages 58-59)
- K. Request the Governing Board to approve the One Year Extension Agreement with Eide Bailly LLP for Auditing Services for the 2023-2024 School Year (pages 60-72)
- L. Request the Governing Board to approve the Agreement with Lozano Smith, LLP for Legal Services for the 2023-2024 School Year (pages 73-79)
- M. Request the Governing Board to approve the Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for Adult Programs for the 2023-2024 School Year (pages 80-85)
- N. Request the Governing Board to approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2023-2024 School Year (pages 86-91)
- O. Request the Governing Board to approve the MOU with Alameda County Office of Education Network (ACOENet) for Access Plus Service for the 2023-2024 School Year (pages 92-100)

VIII. Information Items

- A. DECA Update (page 101)
- B. Chabot College and Eden Area ROP Business Pitch Competition (page 102)
- C. Recognition of Staff of the Year (page 103)
- D. The Superintendent's Evaluation Timeline (pages 104-105)

IX. Action Items

Open Public Hearing for the Eden Area ROP Adopted Budget for the 2023-2024 Fiscal Year

Close Public Hearing

- A. Request the Governing Board to approve the Adopted Budget for the 2023-2024 Fiscal Year (page 106)
- B. Request the Governing Board to approve the 2023-2024 High School Student Calendar (pages 107-108)
- C. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2023-2024 School Year (pages 109-112)

Page 4 – Agenda for the June 9, 2023 Regular Meeting of the ROP Governing Board

- D. Request the Governing Board to approve the Job Description for the CTE Mentor Teacher (pages 113-115)
- E. Request the Governing Board to approve the Revised Job Descriptions (pages 116-124)
- F. Request the Governing Board to approve the Registered Dental Assisting Instructor (Adult Programs) Position and Job Description (pages 125-127)
- G. Request the Governing Board to approve the Registered Dental Assisting Program Coordinator Position and Job Description (pages 128-131)
- H. Request the Governing Board to approve the Agreement with the City of Hayward to support the Eden Area ROP/Hayward Unified School District Urban Farming Summer Internships (pages 132-143)
- I. Request the Governing Board to approve the MOU with the Bureau of Automotive Repair (BAR) for the 2023-2024 and 2024-2025 School Years (pages 144-147)

X. Superintendent's Report

XI. Governing Board Reports

XII. Recess to Closed Session

- A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)
- B. Public Employee Performance Evaluation (Pursuant Government Code 54957)
Title: Superintendent
- C. Public Employee Performance Evaluation: Superintendent's Goals (Government Code Sec. 54957)
- D. Public Employee Appointment/Employment (Pursuant Government Code section 54957):
Superintendent's Contract
- E. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)
Agency Representative: Gary Howard, Board President
Unrepresented Employee: Blaine Torpey, Superintendent

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

- A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)
- B. Public Employee Performance Evaluation (Pursuant Government Code 54957)
Title: Superintendent
- C. Public Employee Performance Evaluation: Superintendent's Goals (Government Code Sec. 54957)
- D. Public Employee Appointment/Employment (Pursuant Government Code section 54957):
Superintendent's Employment Agreement
- E. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)
Agency Representative: Gary Howard, Board President
Unrepresented Employee: Blaine Torpey, Superintendent

XIV. Action Items

- J. Request the Governing Board to approve the Superintendent's Employment Agreement (page 148)

XV. Adjournment

CONSENT CALENDAR



**Minutes of the Regular Meeting of the ROP Governing Board
May 4, 2023**

I. Call to Order

Gary Howard, Board President, called the meeting to order at 5:45 p.m. on Thursday, May 4, 2023 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Eden Area ROP Governing Board Members Present:

Gary Howard, President	Castro Valley USD	
Juan Campos, Vice President	San Lorenzo USD	
Evelyn Gonzalez, Member	San Leandro USD	
Joe Ramos, Member	Hayward USD	arrived at 6:04 pm

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

Linda Granger	Chief Operating Officer
Mercedes Henderson	Human Resources Administrator
Craig Lang	Director of Adult Programs
Brigitte Luna	Director of Educational Services
Manuschka Michaud	Principal
Anthony Oum	Fiscal Services Administrator

Eden Area ROP Staff Present:

Jessica Fagundes	Career Counselor
Gabriela Juarez	Executive Assistant

Others Present:

Roman Muñoz	Lozano Smith
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III. Pledge of Allegiance

Blaine Torpey led the Pledge of Allegiance.

IV. Mission Statement

Dayanara Arce read the Eden Area ROP mission statement.

V. Approval of Agenda

Trustee Evelyn Gonzalez moved to approve the agenda. Trustee Juan Campos seconded the motion. By the following vote, the agenda was approved:

AYES:	3 (Campos, Gonzalez, Howard)
NOES:	0
ABSTENTIONS:	0
ABSENT:	1 (Ramos)

VI. Public Comment for Agenda items and matters that are related to the Eden Area ROP

None

VII. Consent Calendar

Trustee Eveyln Gonzalez moved to approve the consent calendar items as follows:

- A. Minutes of the Regular Governing Board Meeting of April 13, 2023
- B. Minutes of the Special Governing Board Meeting of April 13, 2023
- C. Bill Warrants
- D. Personnel Action Items
- E. Contract with American Stage Tours for Sophomore Tour Transportation for Lincoln High School for the 2022-2023 School Year
- F. Revised Contracts with American Stage Tours for Sophomore Tour Transportation for the 2022-2023 School Year
- G. Agreement with Bonnie Wills for Restorative Practices Services and Training for the 2023-2024 School Year
- H. Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2023-2024 School Year
- I. Agreement with Evan Goldberg for Consulting Services for the 2023-2024 School Year
- J. Agreement with ESI Employee Assistance Group for Participation in their Employee Assistance Program from June 1, 2023 through May 31, 2024
- K. Ongoing Agreement with Teacher's Pension for Retirement and Financial Literacy Education

Trustee Juan Campos seconded the motion.

AYES: 3 (Campos, Gonzalez, Howard)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Ramos)

VIII. Information Items

A. SkillsUSA Update

Manuschka Michaud, Principal, provided the Board with an update regarding the State SkillsUSA competition, held in Ontario, CA from April 13 through April 16. SkillsUSA allows students to showcase what they have learned in a competition against other students across the State. Ms. Michaud shared that in order for students to participate at the State level competitions, students needed to compete at the regional level. Sixty-two Eden Area ROP students moved forward to compete in the State SkillsUSA competition. Ms. Michaud shared a video of students in action at the competition. Students competed in First Responders, Welding, Medical Careers, Careers in Law, Auto Technology, and Auto Collision and Refinishing. She noted that students who placed will have the opportunity to compete at the national level.

B. Career Counselor Report

Superintendent, Blaine Torpey, introduced Jessica Fagundes to present to the Board about her role as the Career Counselor. Ms. Fagundes shared that she serves as the liaison between the resident high schools and the Eden Area ROP instructors. She supports all ROP students and parents/guardians and counsels students on a variety of

areas. She maintains a partnership with Chabot College, organizes events, annual planning and substitutes in classrooms as needed.

She serves as a liaison with the resident school counselors and case managers to ensure students are receiving the necessary support. To promote outreach and support she provides the "To, Through and Beyond ROP Form" and the "Program Summary Sheet" to assist with planning. Ms. Fagundes hosts tours at the Center for case managers. She also assists with Sophomore Tours.

Ms. Fagundes shared that she provides regular reporting on grades, attendance, enrollment, information about programs, upcoming events and any behavioral concerns.

Ms. Fagundes discussed enrollment process at the Center. She maintains effective communication with resident school counselors. She has created a new process to help streamline enrollment by using Google Forms and Google Sheets. Additionally, Ms. Fagundes is participating in the Infinite Campus student information system (SIS) pilot group to be able to utilize the new SIS for enrollment. She also assists in tabling at resident school events to promote enrollment at the Center.

Ms. Fagundes reviewed that she supports students and parents by providing counseling on college, financial aid, industry and trades, apprenticeships, special education, social/emotional support and by providing overall wrap-around services.

Ms. Fagundes provided an overview of the counseling events that she coordinates throughout the year which include student of the month, Counselors' Breakfast, workshops and Student of the Year ceremony.

Next, Ms. Fagundes discussed students with Individual Education Plans (IEPs) and 504 Plans. She reported that approximately 163 students attending ROP have an IEP and 28 students have a 504 plan. She reviews all Eden Area ROP students' special education status and distributes IEPs to instructors. Throughout the year she communicates regularly with home school counselors and case managers as well as attends IEP and 504 plan meetings. Through the relationships built during this process, Ms. Fagundes can provide feedback and have open communication with the team. She also provides support to instructors with implementation of accommodations.

She concluded her report by sharing that she maintains a strong partnership with staff at Chabot. She is an active member of Chabot Area Counseling Collaborative (CACC). She is the liaison between instructors and Chabot Pathways. She provides students education on Chabot College programs and events. Additionally, she coordinating Chabot College counseling staff presentations at the Center.

IX. Action Items

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

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Eveyln Gonzalez the Governing Board approved the second reading and adoption of governing board policies, administrative regulations, and board bylaws.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

B. Request the Governing Board to approve the Adoption of Resolution 12-22/23: Day of the Teacher

Upon review of and a motion by Trustee Eveyln Gonzalez and a second by Trustee Joe Ramos the Governing Board approved the adoption of Resolution 12-22/23: Day of the Teacher.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

C. Request the Governing Board to approve the Adoption of Resolution 13-22/23: Classified Employees' Week

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Eveyln Gonzalez the Governing Board approved the adoption of Resolution 13-22/23: Classified Employees' Week.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

D. Request the Governing Board to approve the Adoption of Resolution 14-22/23: Temporary Borrowing Between Funds

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Joe Ramos the Governing Board approved the adoption of Resolution 14-22/23: Temporary Borrowing Between Funds.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

E. Request the Governing Board to approve the Adoption of Resolution 15-22/23: Year End Budget Transfers of Funds

Upon review of and a motion by Trustee Eveyln Gonzalez and a second by Trustee Joe Ramos the Governing Board approved the adoption of Resolution 15-22/23: Year End Budget Transfers of Funds.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

F. Request the Governing Board to approve the Adoption of Resolution 16-22/23: Authority to Sign Contracts for the 2023-2024 Fiscal Year

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Eveyln Gonzalez the Governing Board approved the adoption of Resolution 16-22/23: Authority to Sign Contracts for the 2023-2024 Fiscal Year.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

**G. Request the Governing Board to approve the Adoption of Resolution 17-22/23:
Delegation of Powers to Agents for the 2023-2024 Fiscal Year**

Upon review of and a motion by Trustee Evelyn Gonzalez and a second by Trustee Juan Campos the Governing Board approved the adoption of Resolution 17-22/23: Delegation of Powers to Agents for the 2023-2024 Fiscal Year.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

**H. Request the Governing Board to approve the Adoption of Resolution 18-22/23:
Retirement: Tammey Brown**

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Evelyn Gonzalez the Governing Board approved the adoption of Resolution 18-22/23: Retirement: Tammey Brown.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

**I. Request the Governing Board to approve the Adoption of Resolution 19-22/23:
Retirement: Cheryl Gixti**

Upon review of and a motion by Trustee Evelyn Gonzalez and a second by Trustee Joe Ramos the Governing Board approved Adoption of Resolution 19-22/23: Retirement: Cheryl Gixti.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

**J. Request the Governing Board to approve the Adoption of Resolution 20-22/23:
Retirement: William Deslaurier**

Upon review of and a motion by Trustee Joe Ramos and a second by Trustee Juan Campos the Governing Board approved the adoption of Resolution 20-22/23: Retirement: William Deslaurier.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

K. Request the Governing Board to approve the Reclassification Panel Recommendation

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Evelyn Gonzalez the Governing Board approved the reclassification panel recommendation.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

X. Communications

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

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

XI. Superintendent's Report

Blaine Torpey, Superintendent, shared that the Eden Area ROP welcomed California Assemblymember Liz Ortega for a visit and tour of the Center. Assemblymember Ortega is a strong supporter of CTE and the trades, understanding the essential nature of our future professionals.

He reported that the Bay Area K16 Collaborative Grant began to wrap up its planning meetings. The Eden Area ROP has proposed a robust Education Pathway that is aligned with the goals and priorities of the grant's Steering Committee. It will be a powerful tool to further connect our educational institutions through designated transition support.

Superintendent Torpey discussed that as a partner in the implementation of the CA State Plan for CTE, staff is working on putting together a group to participate in the Regional Implementation Team. This is part of the State's effort to implement the plan. One of the benefits of the Eden Area ROP participating is to continue to influence the State plan to have more applicable action items related to its goals which align with the Eden Area ROP goals. The State is treating the plan as a living document which is appropriate as the landscape shifts quickly.

Superintendent Torpey shared that the Coordinating Council is the Eden Area ROP executive steering group. It is comprised of the four district Superintendents and Superintendent Torpey. He noted that the Coordinating Council meets throughout the year. He provides them with reports and updates, and they provide him with feedback. They also get the opportunity to discuss issues that are coming and how best to shape long range planning.

The Eden Area ROP has been working closely with the Hayward Unified School District and the Hayward Food Action Group to develop a Summer Internship program for students in the Agricultural Science and Culinary pathway. This has been an exciting collaboration between the Eden Area ROP and the Tennyson High School Farm to Fork program.

Superintendent Torpey concluded his report by providing an achievement under each of his four goals.

Goal 1: Reinforce EAROP Organizational Infrastructure and Communication

- Program Communication: The Eden Area ROP welcomed California State Assemblymember Liz Ortega for a tour and visit. The Eden Area ROP welcomed Castro Valley Unified School District's Educational Services Assistant Superintendent for a tour.

Goal 2: Maintain and Refine High Quality CTE Programming

- Industry Partnerships: In collaboration with Hayward Unified School District, Tennyson Farm to Fork Pathway, and the City of Hayward, confirmed planning of Food Access Summer Internships for students at the Eden Area ROP Garden.

Goal 3: Enhance Systems to Support the Success of All Students

- Anti-Bias and Anti-Racism (ABAR): Developing plan for ABAR work in 2023-2024. Continuing to offer restorative dialogues to support equity goals.

Goal 4: Fiscal and Resource Management, Leadership, and Innovation

- Business: Continued 2023-2024 budget development process. Participated in HUSD Facilities Meeting and engaged facilities assessment services.

XII. Governing Board Reports

Trustee Evelyn Gonzalez, San Leandro USD representative, shared that she attended CSBA's Legislative Action Week in Washington, DC. She noted that CSBA conducted a national survey on how education is viewed. Half the surveys were conducted in California and the other half were nationwide so that the results could be compared. One of the results highlighted that the term Career Technical Education doesn't resonate with people, they assume it is computer related education. However, the term Career Readiness did resonate. She highlighted that it is important how we message, package, and talk about career technical education.

She also shared that Congressman Eric Swalwell will be hosting a conference in July in Hayward regarding Cyber Security threats and attacks. The conference will focus on how to prepare and avoid attacks, as well as what happens if your agency falls victim to an attack. This conference is for agencies in the public sector.

Trustee Gary Howard, Castro Valley USD representative, shared he attended the Center tour with Assembly member Liz Ortega. Additionally, he met with her on the same day at the Castro Valley/Eden Area Chamber of Commerce meeting where Assembly member Liz Ortega was able to see how the Eden Area ROP connects with the Chamber of Commerce.

Trustee Juan Campos, San Lorenzo USD representative, shared that SLzUSD held its first LGBTQ+ event for families and he was excited to report that the Eden Area ROP Culinary Science program students catered the event.

XIII. Recess to Closed Session

The meeting was called into closed session at 6:49 p.m.

- A. **Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)**
- B. **Public Employee Performance Evaluation (Pursuant Government Code 54957)
Title: Superintendent**

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

The meeting resumed to open session at 7:40 p.m.

- A. **Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)**

Board President, Gary Howard, announced that no action was taken.

- B. **Public Employee Performance Evaluation (Pursuant Government Code 54957)
Title: Superintendent**

Board President, Gary Howard, announced that no action was taken.

XV. Adjournment

The Governing Board meeting was adjourned in memory of Mary Fatima Tak, mother of our Marketing Instructor, Christina Charlton

The meeting was adjourned at 7:42 p.m.

Approved by the Eden Area ROP Governing Board _____.

Blaine Torpey, Superintendent/Clerk to the Eden Area ROP Governing Board



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of April 20, 2023 through May 23, 2023 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Personnel Action Items

CURRENT SITUATION

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

CONSENT CALENDAR



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB Roll Forward Report Services for the 2022-2023 School Year

BACKGROUND

The Government Accounting Standards Board (GASB) Statement 74 and Statement 75 states that a public agency is required to report as an expense on its financial statements, its liability for cost pertaining to its current and future retired employees' health and other post-retirement benefits (OPEBs) and is permitted to calculate its liability (actuarial valuation) by an alternative measurement method (AMM).

CURRENT SITUATION

The attached agreement between the Eden Area ROP and the California School Boards Association District Services Corporation (CSBADSC) is to provide a disclosure report with measurement dates of 07/01/2022 – 06/30/2023, to be compliant with GASB reporting for the 2022-2023 school year.

CONSENT CALENDAR

GASB REPORTS Disclosure Report Service Agreement

This GASB REPORTS Disclosure Report Agreement, (“Agreement”), is executed by _____ (Public Agency), for the benefit of the California School Boards Association District Services Corporation (“CSBADSC”).

RECITALS

WHEREAS, pursuant to Governmental Accounting Standards Board, Statement 74 (GASB 74) and Statement 75 (GASB 75) Public Agency is required to report as an expense on its financial statements, its liability for costs pertaining to its current and future retired employees' health and other post-employment benefits (OPEBs); and

WHEREAS, Public Agency is permitted pursuant to GASB 74 and GASB 75 to calculate its liability (actuarial valuation) by an alternative measurement method; and

WHEREAS, CSBADSC offers actuarial valuation calculation service (GASB DISCOLSURE REPORT service) to public agencies.


NOW THEREFORE, in consideration of CSBADSC providing a GASB DISCOLSURE report for Public Agency, and for other good and valuable consideration the receipt and sufficiency of which Public Agency hereby acknowledges, Public Agency agrees as follows:

1. That Public Agency will pay CSBADSC a fee of _____ upon completion of the actuarial valuation.
2. That Public Agency will pay CSBADSC an additional fee, at the rate of \$250 per hour or a fraction thereof, if it requests additional technical support related to the actuarial valuation, and the support would require the actuary's expertise.
3. That Public Agency acknowledges that accurate data is critical to calculating a reliable actuarial valuation and that CSBADSC is not liable for an incorrect actuarial valuation that is caused by erroneous data supplied by Public Agency.
4. That Public Agency acknowledges that CSBADSC will not be liable for any indirect, special, consequential, or incidental loss or damage to Public Agency or any other person for the use of or reliance on the Report. If the Report is incorrect, Public Agency shall have the right only to recover up to the limit of the fee it paid for the service.
5. That Public Agency acknowledges that the actuarial valuation may contain CSBADSC's work product and/or proprietary materials intended for Public Agency's use and benefit only, and that Public Agency may not disclose any such material to any third parties

without CSBADSC's prior consent. This shall by no means affect Public Agency's right or responsibility to distribute the actuarial valuation to any of its professional service providers which Public Agency may hold liable under a duty of confidentiality or to any regulatory or government agency when required by law.

6. That this Agreement shall be governed by and construed in accordance with the applicable laws of the State of California.
7. That Public Agency has carefully reviewed this Agreement and has agreed to each of its terms.

IN WITNESS WHEREOF, Public Agency duly executes this Agreement as follows:

(Public Agency)
Signature:  _____
Name: _____
Title: _____
Date: _____



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2023-2024 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Abraham Hill, and the Eden Area ROP to provide training for the 2023-2024 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2023-2024

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2905 | F: P: (510) 293-2927 | www.edenrop.org

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Abraham Hill (the "Service Provider") between July 1, 2023 through June 30, 2024

Background:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Coordination and Teaching of a two-year, 70-hour standardized statewide competency-based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 10 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.
 - b. Complete all required and necessary documents associated with curriculum, tracking, training and testing of CCF direct care staff and CCR administrators when needed.
 - c. Attend training - the Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on July 1, 2023 and will remain in full force and effect until June 30, 2024, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

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

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated August 2023 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

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

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Abraham Hill

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Cindy Christovale for Direct Support Professional Training for the 2023-2024 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Dr. Cindy Christovale, and the Eden Area ROP to provide training for the 2023-2024 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2023-2024

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2905 | F: P: (510) 293-2927 | www.edenrop.org

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Dr. Cindy Christovale (the "Service Provider") between July 1, 2023 through June 30, 2024

Background:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Coordination and Teaching two-year, 70-hour standardized statewide competency based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 9 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.
 - b. Proctor challenge and skill test for Year 1 and/or Year 2 in lieu of training for direct support professionals and administrators. If a passing score on the challenge test is not achieved, the student must enroll in the 35-hour training class.
 - c. Complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

- d. Attend training and conferences. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on July 1, 2023 and will remain in full force and effect until June 30, 2024, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

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

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses **OR** the Service Provider will arrange and pay for all travel accommodations for the mandated August 2023 DSP training and submit an invoice and receipts to the Fresno HUB for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated. 2. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time. 3. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and

necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

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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.
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Assignment

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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.

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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.

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Additional Provisions

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

Dr. Cindy Christovale

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2023-2024 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Ellen Faryna, and the Eden Area ROP to provide training for the 2023-2024 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2023-2024

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Modification of Agreement

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Limitation of Liability

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Indemnification

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

Inurement

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Currency

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Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Ellen Faryna

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with Abtech Technologies for Information Technology Support Services for the 2023-2024 and 2024-2025 School Years

BACKGROUND

Abtech Technologies has spent nearly 30 years designing, configuring and supporting IT platforms for organizations of all sizes. They also support organizations in managing technology with their IT support, managed services and disaster recovery services.

Abtech Technologies continues to provide network support for the Eden Area ROP on an hourly basis, as needed, to keep our network operational. Formalizing this partnership on an annual basis will enable the Eden Area ROP to maintain tech services for staff and center programs.

CURRENT SITUATION

The attached is the agreement renewal with Abtech Technologies, effective July 1, 2023 through June 30, 2025.

CONSENT CALENDAR

Where **Technology** Meets **Business Objectives**

Information Technology Support Services

Prepared For:

Anthony Oum, aoum@edenrop.org



By:

Aaron Van Velsir
Abtech Technologies
PHONE: 800.474.7397 x202
avanvelsir@abtechtechnologies.com

APRIL 11, 2023

Schedule A: Services Summary

As part of the Monthly Management Charge (MMC), Eden Area ROP (“Client”) shall be entitled to up to a predesignated number of hours per month to be used for IT support services for their Covered Environment. This service includes remote and on-site, as determined by Abtech, to fulfill IT management and remediation tasks.

I) Definition of Services:

A) Abtech Server Care, NOC, and Help Desk Services

The hourly entitlement can be used for the following services:

1) Abtech Server Maintenance Service (ASC):

ASC Service includes the following:

- 7x24 Monitoring:
 - Physical state of servers, storage devices, network devices
 - Up/down of virtual machines
 - Up/down of Microsoft infrastructure applications (Server, SQL, Active Directory, Exchange)
 - Pass/fail backup
 - Thresholds (disk percentage full, recurring memory issues, recurring errors indicating physical or configuration issues, etc.)
 - Critical services and ports
 - Up/down of connection to internet
 - Workstation hardware failure monitoring (if OS reports the fault) and patching
- Review anti-virus, anti-spam policies if on approved vendor list and Abtech has access to management console
- Patching servers (critical and security-related updates only, others optional as discussed with Client)
- Scheduled business reviews to go over service delivery and make recommendations.

2) NOC Services:

NOC Services include the following:

- Remediating configuration issues with servers, storage, network devices, virtual machines, MS infrastructure applications, connectivity to other devices (print devices, etc.)
- Installs of updates and Microsoft Office applications.
- Troubleshoot internet connectivity and network degradation
- Active Directory administration (add/remove users, security groups, permissions)
- Exchange administration (add/remove mailboxes, archiving, groups, forwarding)
- Restore files if available
- Assist application managers, database administrators, and vendors with infrastructure during their own troubleshooting. Support for specialized business applications (CAD, CRM, accounting, etc.) is limited to troubleshooting underlying infrastructure software (eg. MS operating systems, Exchange, Active Directory, etc). Any further troubleshooting, upgrading, or help desk questions should go the application provider.
- Remediation of the above during normal business hours (M-F 6AM-6PM PST)

3) Abtech Help Desk Services:

Abtech’s Help Desk Service supports users of desktop systems, laptops, or mobile devices. Abtech will provide remediation services, either onsite or remotely, during Abtech business hours. Help Desk Services include:

- Functionality of Microsoft Office applications (Word, Excel, PowerPoint, Outlook)
- Functionality of desktop operating systems (Windows, MacOS)

- Connectivity (server, internet, printers, mobile devices)
- Desktop stability and performance
- Account maintenance (username/password resets, access)
- File/message restore, if possible
- Assist remote workforce

B) One-Time Services

The following “as needed” services will be invoiced separately from the MMC and as required by Client:

1) Onboarding Services:

Onboarding services allow Abtech to implement the necessary hardware & software into the Client environment, as well as gather the necessary environment data to be recorded in our Network Operations Center.

2) Projects:

Any service that is not detailed in Sections A are considered projects. Project work will be quoted separately with a defined Statement of Work (SOW) and invoiced separately.

C) Recommended Software Subscription Options

Client may subscribe to the following services which will be added as a separate line-item charge to the monthly invoice:

1) Anti-Virus Protection:

ESET and SonicWall Capture Client are the preferred Anti-Virus products.

2) Anti-Spam Protection:

Proof-Point is the preferred Anti-Spam product.

3) Off-Site Backup and Disaster Recovery Services:

An off-site backup and Disaster Recovery plan are recommended to avoid excess downtime and expense due to ransomware, environmental issues, and general failures. Abtech recommends subscribing to StorTrust’s hybrid cloud backup and disaster recovery services.

4) Microsoft Subscriptions

Any Microsoft licenses provisioned by Client or by Abtech at Client’s request (eg. Office365, Azure, etc.) will be added to the monthly invoice.

5) Other Third-Party Software Subscriptions

Any other third-party software licenses provisioned by Client or by Abtech at Client’s request (eg. DropSuite, AWS, etc.) will be added to the monthly invoice.

Schedule B: Covered Environment¹

Covered Hardware				Quantity (up to)	Support Included in MMC		
Servers:	2 x Dell R630 and 1 x Workstation (Domain Controller) Model TBD						
Physical:	3	Virtual:	9	Hypervisor:	VMWare	12	Yes
Desktops / Laptops:	Models TBD				50	Yes	
Managed Switches ² :	HP ProCurve 2920 and 1410				10	Yes	
Wireless Access Points ¹ :	UniFi				3	Yes	
Firewalls ¹ :	Barracuda				1	Yes	
SAN/NAS ^{1,2} :	Dell MD3420				1	Yes	
UPS ^{1,3} :	APC 3000				2	Yes	
Tablets ⁴ :	TBD				0	No	
Smart Phones ³ :	TBD				0	No	
Other:	N/A						

Covered Software		Version	Support Included in MMC
Server Operating Systems:	Windows	2008R2	Yes
Desktop Operating Systems:	Windows	TBD	Yes
Email:	Outlook/O365	TBD	Yes
Business Productivity Software:	MS Office	TBD	Yes
Antivirus Software:	ESET	TBD	Yes
Backup Software:	TBD	TBD	Yes
3 rd Party Vendor Assistance ⁵ :	Abtech will engage with 3 rd party vendors for support	TBD	Yes

Authorized Helpdesk Contacts	2	Total
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¹ Adding more monitored endpoints or computer users will incur additional incremental fees. See Schedule D for pricing.

² Up/Down monitoring and alerting if device is added to the contract.

³ Up/Down monitoring and alerting if network connected and manageable.

⁴ Company issued assets only.

⁵ Assist Client with communication and issue resolution concerning 3rd party services as it relates to Client's network and server systems. Abtech cannot guarantee resolution of any issue to any level of Client's satisfaction in which Abtech must rely on a 3rd party to resolve.

Schedule C: Pricing

Summary of Monthly Charges

Service	Description	Qty	Price	Extended Price
MMC for Managed IT Services	ASC, NOC, and Help Desk Service, entitled to up to 16 hours/month of service*	1	\$2,000.00	\$2,000.00
Managed Antivirus	Capture Client Antivirus Licenses -Estimated at 150 users	150	\$3.50/user	\$525.00
Office365	Microsoft Office365 Subscription	NA	NA	NA
Estimated Monthly Total:				\$2,525.00

* This MMC is a special rate and is a NON-CANCELLABLE 2 Year Contract, with the MMC for Managed IT Services prepaid in advance for each calendar year. The Managed Antivirus service will be invoiced monthly in arrears based upon actual usage.

- a) Client will be invoiced \$24,000 for 1st annual term on 06/30/2023 and invoiced an additional \$24,000 for the second term on 6/30/24.
- b) Additional hours beyond entitlement for ASC, NOC, and Help Desk business hours labor will be added to the monthly invoice at the following special discounted rates: \$150/hour, invoiced in 10-minute increments. All other rates (projects, after hours, holiday) are detailed below. Any service subcontracted to an Abtech partner may carry an additional hourly fee.
- c) Adding more monitored endpoints or computer users will incur additional incremental fees. See Schedule D for pricing.

All remediation services as well as any additional support services outside the scope of service as defined in Schedule A, Part I) A will be invoiced at the following rates:

Additional Services Outside of Agreement	Abtech Business Hours	Outside Business Hours	Abtech Holidays*
Helpdesk/NOC - Remote/Telephone:	\$150/hour	\$195/hour	\$300/hour
Minimum:	10-minute increments	1 Hour	1 Hour
Helpdesk/NOC – Onsite:	\$175/hour	\$245/hour	\$300/hour
Minimum:	2 Hours plus travel	2 Hours plus travel	2 Hours plus travel
Hardware Support - Onsite, portal to portal:	\$175/hour	\$245/hour	\$300/hour
Minimum:	2 Hours plus travel	2 Hours plus travel	2 Hours plus travel
Consultant/DBA – Remote/Telephone:	\$250/hour	\$300/hour	\$350/hour
Minimum:	1 Hour	1 Hour	1 Hour
Consultant - Onsite, portal to portal:	\$250/hour	\$300/hour	\$350/hour
Minimum:	2 Hours plus travel	2 Hours plus travel	2 Hours plus travel

*Abtech Observed Holidays schedule for current year available upon request.

Schedule D: Add-on Pricing

Additional endpoints or users beyond the base numbers will incur the following charges:

Device	Base Number	Add-on charges/unit/month (\$)
Locations	1	0
Computer Users	50	95
Physical Servers	3	95
Virtual Servers	9	75
NAS	0	15
SAN	1	75
Computers (Desktop, Laptop)	50	25
Tablets	0	20
Windows Mobile Handhelds	0	20
Firewalls	1	20
Managed Switches	10	20
Unmanaged Switches	0	15
WAPS	3	5
Managed UPS	2	15
Multifunction Printer	1	15
Network Printers	1	10
Non-Network Printers	1	15
Software		
Capture Client Licenses – Endpoint	131	3.50
Proofpoint Advanced Mail Security	0	4.00
Microsoft Office 365 Licenses		Call Abtech for Pricing

Abtech Service Order: Managed IT Services WMS

Client:	Eden Area ROP		
Service Start Date:	7/1/2023	Contract Renewal Date:	6/30/2025
Contract Number:	MS252	Invoiced:	Annual for MMC Monthly, in arrears for Managed Antivirus
		Terms:	Net 30
Contract Period of Maintenance:	6am-6pm PST, Monday-Friday, excluding Abtech Observed Holidays*		
	Primary Location	Additional Locations	
Location(s) and Phone #:	26316 Hesperian Blvd. Hayward, CA 94545 (510)798-4005		
	Primary Contact	Additional Contacts	
Client Contacts:	Anthony Oum		
Contact E-mail:	aoum@edenrop.org		

This Service Order is made between Abtech Technologies, Inc. and any of Abtech’s subsidiaries, DBAs, agents, successors, or parent companies (“Abtech”) and Client and its affiliates, subsidiaries, DBAs, divisions, branches, departments, agents, successors, or parent companies thereof (“Client”).

This Service Order hereby incorporates by reference as if fully set forth herein as a full and binding part of this Service Order, the Abtech Master Service Agreement (“MSA”) and Addendum: Abtech Managed IT Services Agreement (“Services Agreement”). A copy of both the MSA and the Services Agreement can be accessed here : <http://www.abtechtechnologies.com/contract-agreements>.

Client shall receive services as detailed in Schedule A on the hardware and software listed in Schedule B (“Services”) as consideration for payment detailed in Schedule C.

Upon execution of this Service Order, Service will commence on the Service Start Date (or on the date signed, if not otherwise specified) and will continue until the MSA and Services Agreement is terminated by either party under the termination clauses specific to each individual Addendum. For convenience, the MSA shall survive and remain in force for future transactions unless explicitly terminated.

Notwithstanding the foregoing and as defined in the MSA, either party may terminate this Service Order or any Addendum if the other party: (i) experiences a Change of Control; (ii) experiences a Bankruptcy Event; or (iii) is in material breach of the Agreement and fails to correct the breach or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion within thirty (30) days of written notification.

Client agrees that this Service Order is executed when (a) both parties physically or digitally sign below; (b) both parties electronically sign via a purchasing portal or website an Abtech Service Order; or (c) Abtech accepts a transactional document (eg. purchase order, purchase requisition, etc.) that explicitly reference this Service Order or the Maintenance Agreement and any Addenda. Upon execution, Schedules A, B, and C of this of this Service Order shall also become the same lettered Schedules for the Service Agreement.

Client acknowledges that it has read this Service Order and all other Agreements referenced, understands and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties. This Service Order may not be modified or altered except by mutual written agreement and signed by both parties.

Agreed to:

Client: Eden Area ROP



Signature

Anthony Oum

Print Name

Fiscal Services Administrator

Title

06/09/2023

Date

Agreed to:

Abtech Technologies, Inc.

Signature

Print Name

Title

Date



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2023-2024 School Year

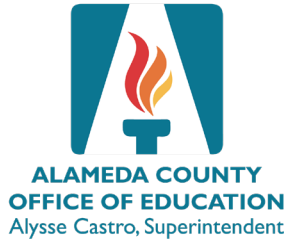
BACKGROUND

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

CURRENT SITUATION

The attached is the agreement renewal with ACOE, effective July 1, 2023 through June 30, 2024.

CONSENT CALENDAR



2023/2024

**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 \$4,678.50 for 2023/2024 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, 2023** through **June 30, 2024**.

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:

Anthony Oum/510-293-2906

The COUNTY OFFICE will:

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

3. Have the driver bonded to the maximum amount available under COUNTY OFFICE insurance program.
4. The COUNTY OFFICE will bill the DISTRICT on or about the middle of the fiscal year.

The DISTRICT will:

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

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

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

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

Eden ROP

Alameda County

 _____
Anthony Oum

Authorized Agent

Date: 06/09/2023

Leigh Ann Blessings

Chief of Finance and Operations
Alameda County Office of Education

for Alameda County Office of Education

Date: _____

DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Brigitte Luna, Director of Educational Services
SUBJECT: Request the Governing Board to approve the Contract with Chabot-Las Positas Community College District for the Coordination of Work-Based Learning Services for Pathway Programs for the 2023-2024 School Year

BACKGROUND

In 2016, the California Legislature approved the Strong Workforce Program. The goal of the program is to enhance career technical education and workforce training in order to meet the needs of the labor market. The Strong Workforce Program aims to align the community college and K-12 systems and to support collaborative work. Both Eden Area ROP and Chabot college receive Strong Workforce funds.

CURRENT SITUATION

Chabot-Las Positas Community College is contracting with the Eden Area ROP for work-based learning support and Career and Technology Education Management Application (CATEMA) support for their pathway programs. The work-based learning team will support Chabot instructors coordinating individual guest speakers, industry panel presentations, and one on one informational interviews for Chabot students. They will help coordinate Advanced Manufacturing Day and Health Careers Day. They will also support student enrollment in CATEMA, the student information system that allows for articulations and dual enrollment.

Fiscal Impact: The Eden Area ROP will receive \$32,000.

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



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the One Year Extension Agreement with Eide Bailly LLP for Auditing Services for the 2023-2024 School Year

BACKGROUND

On May 7, 2020 (Consent Item I), the Governing Board approved a three year contract for auditing services with Eide Bailly LLP. This one year extension agreement enters into a four year contract into FY 2023-2024.

CURRENT SITUATION

The attachment reflects the one year extension agreement between the Eden Area ROP and Eide Bailly LLP for the 2023-2024 school year.

CONSENT CALENDAR



May 9, 2023

Eden Area Regional Occupational Program
26316 Hesperian Blvd
Hayward, CA 94545

This agreement made and entered into this 9th of May, 2023, between the Governing Board of the Eden Area Regional Occupational Program of Alameda County, State of California, hereafter referred to as "EAROP" and Eide Bailly, LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the EAROP for the year ended June 30, 2024.

Annual Engagement Letter

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Eden Area Regional Occupational Program (the EAROP) as of June 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the EAOP's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Comparison Schedule(s).
- Schedule of the EAROP's Proportionate Share of the Net Pension Liability.
- Schedule of the EAROP Contributions.

Supplementary information other than RSI will accompany the EAROP's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Local Education Agency Organization Structure.
- Schedule of Average Daily Attendance.
- Reconciliation of Annual Financial and Budget Report with Audited Financial Statements.
- Schedule of Financial Trends and Analysis.
- Combining Balance Sheet – Non-Major Governmental Funds.
- Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-Major Governmental Funds.

Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and in accordance with any state or regulatory audit requirements. As part of an audit in accordance with these standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the EAROP's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Reporting

We will issue a written report upon completion of our audit of the EAROP's basic financial statements. Our report will be addressed to the governing body of the EAROP. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Annual Report – Form and Content, Delivery

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code.

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Up to 10 bound copies of the audit report may be rendered to the EAROP, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount may be billed for an additional fee.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities; For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
5. For the design, implementation, and maintenance of internal control over federal awards;
6. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;

9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
16. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Prepare or assist with preparing government-wide conversion entries based on information provided by you for preparation of the government-wide financial statements.

We will not assume management responsibilities on behalf of the EAROP. The EAROP's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The EAROP's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

Xiupin Guillaume is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on an agreed upon date.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$45,000 for June 30, 2024.

The final installment will represent the 10 percent withheld amount pursuant to Education Code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the EAROP shall withhold 50 percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of the Audit Guide.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the EAROP's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt.

A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the management and board of directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing services for the EAROP.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in San Ramon. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by California law. Any unresolved Dispute shall be submitted to a federal or state court located in San Ramon, California.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,




Xiupin Guillaume
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Eden Area Regional Occupational Program by:

Name: Anthony Oum 

Title: Fiscal Services Administrator

Date: 06/09/2023



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Lozano Smith, LLP for Legal Services for the 2023-2024 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 attorney representation agreement between Lozano Smith, LLP and the Eden Area ROP effective July 1, 2023, for approval.

CONSENT CALENDAR

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2023, between the EDEN AREA REGIONAL OCCUPATIONAL PROGRAM (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication

methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the

services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. **Dispute Regarding Fees.** Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. **Binding Arbitration.** Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for

arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client may be ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.


13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Eden Area Regional Occupational Program	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 05/12/2023

PROFESSIONAL RATE SCHEDULE
FOR EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 395 per hour
Associate	\$ 215 - \$ 295 per hour
Paralegal / Law Clerk	\$ 150 - \$ 200 per hour
Consultant	\$ 200 - \$ 395 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$395 - \$450 per hour. ¹

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

¹ Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	\$ 400 per hour
Associate	\$ 375 per hour
Paralegal / Law Clerk	\$ 200 per hour



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for Adult Programs for the 2023-2024 School Year

BACKGROUND

The Adult Education department has three positions: Director, Administrative Support Specialist and Program Specialist. This enables us to maintain proper accounting controls with separation of duties.

CURRENT SITUATION

The Administrative Support Specialist and Program Specialist are continuing to update the Orbund student information system (SIS). During the time while adult classes are still running, both positions continue to manage and update to the SIS. As the end of the fiscal year approaches, there are accounting and accounts receivable work that needs to be completed. The attached agreement is our working agreement with independent contractor, Sonia Elgar, for the 2023-2024 school year. Sonia has supported the business department in the past when we have had staff out on leave, and/or for the department's special projects.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2023-2024

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2905 | F: P: (510) 293-2927 | www.edenrop.org

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Sonia Elgar (the "Service Provider") between July 1, 2023 through June 30, 2024

Background:

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

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

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Fiscal and budget analysis for Adult Programs and Apprenticeship

Term of Agreement

2. The term of this Agreement will begin on July 1, 2023 and will remain in full force and effect until June 30, 2024, 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. Eden Area ROP will pay a fee to Sonia Elgar for the Services based on \$70.00 per hour. This fee shall be payable monthly, no later than the last day of the month following the period during which the Services were performed.
5. Service Provider must submit an itemized invoice to Business Services which includes dates, time, and type of work accomplished.

Confidentiality

6. 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

7. 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

8. 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.
9. 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

10. 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

11. 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

12. 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

13. 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

14. 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.

Costs and Legal Expenses

15. 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

16. 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

17. 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

18. 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

19. 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

20. 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

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Sonia Elgar, Service Provider

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2023-2024 School Year

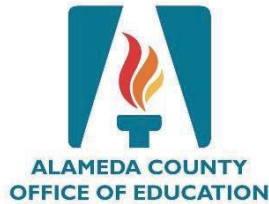
BACKGROUND

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

CURRENT SITUATION

The attached MOU with ACOE provides details of the payroll processing services for 2023-2024 school year.

CONSENT CALENDAR



MEMORANDUM OF UNDERSTANDING (MOU)

PARTIES: This Memorandum of Understanding (MOU) is entered into between the **Alameda County Office of Education (ACOE)** and **Eden Area Occupational Program (EAROP)**.

PURPOSE: The purpose of this MOU is to enable the ACOE and EAROP to have the ACOE provide certain payroll processing services, and ACOE is willing and able to provide such services.

AUTHORITY: This MOU is entered into by and between the parties in exercise of the authority set forth in and governed by the laws of the State of California.

TERM: This MOU shall become effective upon the date of execution by both the parties and shall continue for a period of 12 months **effective July 1, 2023 and ends June 30, 2024**. This agreement is renewable from year to year, unless either party gives notice of intent to withdraw by May 15th of the effective period.

SCOPE OF SERVICES:

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

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

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

COMPENSATION:

In exchange for the support and services to be provided by ACOE under the terms and conditions of this Agreement, EAROP shall pay ACOE a total amount of **\$30,127.50**. ACOE shall invoice EAROP quarterly in the amount of \$7,531.88

INSURANCE:

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

INDEMNIFICATION:

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

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

TERMINATION/SUSPENSION:

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

NON-DISCRIMINATION:

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

NOTICES:

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

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

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

REPRESENTATION OF AUTHORITY:


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

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

ALAMEDA COUNTY OFFICE OF EDUCATION

EDEN AREA ROP

Signature of Designee for
Alameda County Office of Education



Signature of Authorized EAROP
Representative

Print Name and Title

Anthony Oum, Fiscal Services Administrator

Print Name and Title

Date

06/09/2023

Date



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the MOU with Alameda County Office of Education Network (ACOENet) for Access Plus Service for the 2023-2024 School Year

BACKGROUND

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

CURRENT SITUATION

The attached MOU reflects the new agreement between the Eden Area ROP and ACOENet for the 2023-2024 school year.

CONSENT CALENDAR



Memorandum of Understanding with Eden ROP for Access Plus Service

7/1/2023 to 6/30/2024

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

1. SERVICES

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

2. PAYMENT

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

3. TERM

The services outlined above shall be provided from 7/1/2023 to 6/30/2024. This agreement may be renewed by a written mutual agreement, signed by both parties, for two additional one-year terms.

4. ALTERATION OF AGREEMENT

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

5. ASSIGNABILITY

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

6. INDEMNIFICATION

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

Contract # 2024035 fiscal/calendar

Initial service date: 7/1/2023

Final service date: 6/30/2024

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

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

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

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

7. PRIVACY

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

8. PENALTIES FOR IMPROPER USES

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

9. NOTICES

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

Contract # 2024035 fiscal/calendar

Initial service date: 7/1/2023

Final service date: 6/30/2024

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

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

11. INTERPRETATION/CONSTRUCTION

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

12. ENTIRE AGREEMENT

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

13. EXECUTION IN COUNTERPARTS

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

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

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

15. INCORPORATION BY REFERENCE

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

Contract # 2024035 fiscal/calendar

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

ORGANIZATION: Eden Area ROP

and ACOENet

Anthony Oum, Fiscal Services Administrator

Ryan Choate, Director

Printed name and title

Printed name and title



Ryan Choate Digitally signed by Ryan Choate
DN: cn=Ryan Choate, o=ACOE, ou=IT Department,
email=rcchoate@acoenet.org, c=US
Date: 2023.05.09 15:33:50 -07'00'

06/09/2023

5/9/2023

Signature

Date

Signature

Date

Contract # 2024035 fiscal/calendar

Initial service date: 7/1/2023

Final service date: 6/30/2024

Schedule A

Schedule of Services

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

Organization: Eden ROP

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

Initials:

ORGANIZATION

RC

ACOENet

Contract # 2024035 fiscal/calendar

Initial service date: 7/1/2023

Final service date: 6/30/2024

Appendix A

ACOENet Access Plus Services List

Access Plus

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

Included:

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

ACOENet Access Plus Fees

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

¹ Point to point network connection

² Cloud based network connection

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

Contract # 2024035 fiscal/calendar

Initial service date: 7/1/2023

Final service date: 6/30/2024

Appendix B

Acceptable Use Policy

General Acceptable Use:

Network Etiquette:

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

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

Acceptable Uses:

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

Contract # _____ 2024035 _____ fiscal/calendar

Initial service date: 7/1/2023

Final service date: 6/30/2024

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

Unacceptable Uses:

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

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

Contract # 2024035 fiscal/calendar

Initial service date: 7/1/2023

Final service date: 6/30/2024

INFORMATION ITEMS



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: DECA Update

BACKGROUND

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

CURRENT SITUATION

Five Eden Area ROP/Castro Valley High School marketing students competed in the DECA International Career Development Conference, held in Orlando, FL, on April 21-26, 2023. Below are the five students who represented the CA State Association of DECA.

Student	Contest
Kerry Chen	Restaurant Full-Service Management Individual Roll Play Event Series
Natalli Mishreky Gadelrab	Business Operations Research Written Event Series
Hannah Thai	Human Resources Management Individual Roll Play Event Series
Vivian Yang	Automotive Services Marketing Individual Roll Play Event Series
Katie Yin	Project Management Sales Project Written Event Series

RECOMMENDATION

Information only



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Brigitte Luna, Director of Educational Services
SUBJECT: Chabot College and Eden Area ROP Business Pitch Competition

BACKGROUND

The Eden Area ROP partners with Chabot College to provide an annual Business Pitch Competition in the Spring. Students enrolled in the Eden Area ROP Business/Marketing courses at our partner high schools are encouraged to participate in competitions in their classes. The site winners are sent to compete at Chabot College to represent their schools and display their entrepreneurial spirit.

CURRENT SITUATION

This year, student teams from Hayward USD and San Leandro USD participated. The student team of two from San Leandro High School, "Once Upon a Curl", competed in the high school round, then competed against Chabot College students for the second round. "Once Upon a Curl" won 2nd place. Their proud teacher is Ms. Laura Jagroop, Eden Area ROP Entrepreneurship Instructor at San Leandro High School.

RECOMMENDATION

Information only



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Recognition of Staff of the Year

BACKGROUND

The Eden Area ROP has annually selected a Teacher of the Year who goes on to become our nominee for the Alameda County Office of Education Teacher of the Year. Periodically, the Eden Area ROP has chosen a Classified Staff Member of the Year.

Recognizing the outstanding efforts of our staff is an important way to build a culture and climate of dedication and appreciation.

CURRENT SITUATION

For the 2022-2023 school year, the Eden Area ROP has selected the following staff members to be recognized for their efforts on behalf of our students and staff this year.

AWARD	EMPLOYEE	TITLE
Teacher of the Year	Heather Bystrom	Medical Careers Instructor
Classified Staff of the Year (Co-winners)	Dale Garrison Linden Keiffer	Security and Maintenance
Rookie of the Year	Jessica Fagundes	Career Counselor

RECOMMENDATION

Information only



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: The Superintendent's Evaluation Timeline

BACKGROUND

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

CURRENT SITUATION

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

RECOMMENDATION

Information only



EdenAreaROP Superintendent's Evaluation Action/Timeline 2023-2024

2023
Aug

The Superintendent will present draft of 2023-2024 goals to the Governing Board in closed session.

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

2023
Sept

If needed, the Superintendent will present to the Governing Board finalized goals for the 2023-2024 school year.

2024
March

Reminder to the Governing Board of notification for extension of the Superintendent's contract by March 31, 2024.

2024
Apr 15

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

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

2024
May

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

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

2024
Jun

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

Employment contract is finalized and approved.

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

ACTION ITEMS



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Adopted Budget for the 2023-2024 Fiscal Year

BACKGROUND

California State law requires that each public school agency prepare an annual operating budget and approve such by June 30th of each year. Additionally, the District Board of Education shall certify in writing whether or not the District is able to meet its financial obligations for Fiscal Year (FY) 2023-2024 and, based on current forecasts, for two subsequent fiscal years. Such certification is classified as positive, qualified or negative, pursuant to standards and criteria adopted by the State Board of Education.

CURRENT SITUATION

The proposed FY 2023-2024 Adopted Budget is submitted to the Eden Area ROP Governing Board for their review, comment and approval. A complete budget packet with supplemental backup data will be provided under separate cover to the Governing Board. Additionally, copies are available to the public, upon request.

The FY 2023-2024 Adopted Budget was prepared and reviewed in accordance with all state and adopted criteria and standards in line with the Governor's new budget Local Control Funding Formula (LCFF).

The Governing Board understands its fiduciary responsibilities to maintain fiscal solvency for the current and subsequent two fiscal years in certifying the FY 2023-2024 Adopted Budget as positive. The FY 2023-2024 Adopted Budget confirms Eden Area ROP's ability to meet all financial obligations for the current FY and two subsequent FYs. Lastly, Eden Area ROP continues to meet and exceed AB 1200 requirements.

RECOMMENDATION

It is recommended that the Governing Board approve the Adopted Budget for the 2023-2024 fiscal year.



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the 2023-2024 High School Student Calendar

BACKGROUND

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

CURRENT SITUATION

Currently, three of our four member school districts have adopted school calendars. The attached Eden Area ROP high school student calendar is being presented that best coincides with the districts' calendars.

RECOMMENDATION

It is recommended that the Governing Board approve the 2023-2024 high school student calendar.

JULY

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

0

AUGUST

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

14

SEPTEMBER

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

20

OCTOBER

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

22

NOVEMBER

M	T	W	TH	F
		1	2	3
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13	14	15	16	17
20	21	22	*23	*24
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16

DECEMBER

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

15

JANUARY

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

17

FEBRUARY

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

16

MARCH

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

21

APRIL

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

17

MAY

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

22

JUNE

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

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IMPORTANT DATES

July 4, 2023	Independence Day*
August 8, 2023	Professional Development
August 9, 2023	Professional Development
August 10, 2023	Professional Development
August 11, 2023	Teacher Work Day
No 10 month classified	
August 14, 2023	First Day of School
September 4, 2023	Labor Day*
November 10, 2023	Veterans Day*
November 20-24, 2023	Thanksgiving Break
No students, instructors, 10 month classified, 11 month classified & career counselor. November 23-24, Thanksgiving Holiday*	
December 21, 2023	End of 1st Semester
December 22, 2023	Non-instructional Day
No students, instructors, 10 month classified & career counselor	
December 25-January 5	Winter Break
January 15, 2024	Martin Luther King Jr. Day*
February 19-23, 2024	President's Week Break
No students, instructors, 10 month classified & career counselor. February 19 (Lincoln's Birthday) & February 23 (President's Day) Holidays*	
April 1-5, 2024	Spring Break
No students, instructors, 10 month classified, 11 month classified & career counselor	
May 27, 2024	Memorial Day*
May 31, 2024	Last Day of School
June 3, 2024	Teacher Work Day
No students & 10 month classified	
June 19, 2024	Juneteenth*

*Holiday

DISTRICTS' FIRST DAY OF CLASS

August 9, 2023	Castro Valley USD
August 17, 2023	Hayward USD
August 16, 2023	San Leandro USD
August 16, 2023	San Lorenzo USD

DISTRICTS' LAST DAY OF CLASS

May 31, 2024	Castro Valley USD
June 7, 2023	Hayward USD
June 6, 2024	San Leandro USD
TBD	San Lorenzo USD

NUMBER OF INSTRUCTIONAL DAYS

180 days of instruction

Number of instructional days in a month are in the shaded gray boxes.

EMPLOYEE WORK CALENDAR

August 8, 2023-June 3, 2024	10 Month Certificated
Days Off: All holidays, Breaks & December 22	
August 1, 2023-June 10, 2024	Career Counselor
Days Off: All holidays, Breaks & December 22	
August 8, 2023-May 31, 2024	10 Month Classified
Days Off: All holidays, Breaks, August 11, December 22 & June 3	
August 1, 2023-June 28, 2024	11 Month Classified
Days Off: All holidays, Thanksgiving Break, Winter Break & Spring Break	
July 1, 2023-June 30, 2024	12 Month Classified
Days Off: All holidays & Winter Break	

Accredited by the Western Association of Schools and Colleges

Governing Board Approved: **PENDING**



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2023-2024 School Year

BACKGROUND

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

CURRENT INFORMATION

The Superintendent is requesting that the Governing Board review the calendar dates through June 2024 and make any necessary changes to accommodate the annual schedule.

There are a few potential conflicts for the 2023-2024 schedule. Staff will offer options to resolve these conflicts. Staff has also assured the proposed dates do not conflict with the scheduled districts' board meetings.

RECOMMENDATION

It is recommended that the Governing Board approve the calendar of Governing Board meetings for the 2023-2024 school year.



Date: June 9, 2023
 To: Eden Area ROP Governing Board Members
 From: Blaine Torpey, Superintendent
 Re: 2023-2024 Governing Board Meeting Dates

There are a couple potential conflicts for the 2023-2024 Governing Board meeting schedule. Below are options to resolve these conflicts in the months of October, April & June. Staff has also assured the proposed dates do not conflict with the scheduled districts' Board meetings.

OCTOBER MEETING:

ACOE historically holds their Annual Teacher of the Year Awards Night on the 1st Thursday of the month of October. This year that would be on Thursday, October 5, 2023. This event has typically been programmed for 6:30 pm at the Castro Valley Center for the Arts at Castro Valley High School. This will conflict with our October meeting and the Eden Area ROP staff is suggesting the following options:

1. Leave the meeting at our regularly scheduled time, on Thursday, October 5, 2023
2. Change the time of the meeting to 5:00 pm on Thursday, October 5, 2023
3. Change the date to Wednesday, October 4, 2023 at 5:45 pm
4. Change the date to Friday, October 6, 2023 at 5:45 pm

District Meetings in October:

San Leandro	Tuesdays	TBD
San Lorenzo	Tuesdays	3, 17
Hayward	Wednesdays	11, 25
Castro Valley	Wednesdays	10 (T), 25

APRIL MEETING:

The Eden Area ROP, along with three of the four school districts will be on Spring Break the week of April 1, 2024 through April 5, 2024. The first Thursday of the month will be on April 4, 2024. The ROP is requesting that the April Governing Board meeting be held the second week of April on Thursday, April 11, 2024. The Eden Area ROP staff is suggesting the following option:

1. Thursday, April 11, 2024 at 5:45 pm

District Meetings in April:

San Leandro	Tuesdays	TBD
San Lorenzo	Tuesdays	16
Hayward	Wednesdays	10
Castro Valley	Wednesdays	10, 24

District Spring Break:

San Leandro	Monday-Friday	1-5
San Lorenzo	Monday-Friday	TBD
Hayward	Friday-Friday	3/29-4/5
Castro Valley	Monday-Friday	1-5
ROP	Monday-Friday	1-5

JUNE MEETING:

Historically, San Leandro Unified School District holds their high school graduation ceremony on the last day of school. This year the last day for San Leandro High School is June 6, 2024 and will conflict with our June Board meeting. The ROP is requesting that the June Board meeting be held the next day on Friday, June 7, 2024. This date would be in alignment with what we have done in previous years. The Eden Area ROP staff is suggesting the following options:

1. Friday, June 7, 2024 at 5:00 pm
2. Friday, June 7, 2024 at 5:45 pm

Districts' Last Day of School:

Castro Valley	Friday	5/31
San Lorenzo	Wednesday	TBD
San Leandro	Thursday	6/6
Hayward	Friday	6/7

District Meetings in June:

San Leandro	Tuesdays	TBD
San Lorenzo	Tuesdays	4, 18
Hayward	Wednesdays	12, 26
Castro Valley	Wednesdays	12, 26



EdenAreaROP

GOVERNING BOARD MEETING DATES 2023-2024

The Eden Area ROP Governing Board meets the first Thursday of every month (with the exception of January and July) and meetings begin promptly at 5:45 p.m. in the Eden Area ROP Boardroom in Building A, unless posted otherwise. The Eden Area ROP is located at 26316 Hesperian Blvd, Hayward, CA 94545. The following dates have been scheduled for 2023-2024:

July 2023	No Meeting Scheduled
August 3, 2023	
September 7, 2023	
October 2023	TBD by the Governing Board
November 2, 2023	
December 7, 2023	
January 2024	No Meeting Scheduled
February 1, 2024	
March 7, 2024	
April 2024	TBD by the Governing Board
May 2, 2024	
June 2024	TBD by the Governing Board

Governing Board Terms

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

2023 Calendar Year

Board Member	Board Title	District	Term	New Term Commences
Gary Howard	President	Castro Valley	1/23-12/24	1/2025
Juan Campos	Vice-President	San Lorenzo	1/22-12/23	1/2024
Evelyn Gonzalez	Member	San Leandro	1/23-12/24	1/2025
Joe Ramos	Member	Hayward	1/22-12/23	1/2024

2024 Calendar Year

Board Member	Board Title	District	Term	New Term Commences
Gary Howard	TBD	Castro Valley	1/23-12/24	1/2025
TBD	TBD	San Lorenzo	1/24-12/25	1/2026
Evelyn Gonzalez	TBD	San Leandro	1/23-12/24	1/2025
TBD	TBD	Hayward	1/24-12/25	1/2026



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Job Description for the CTE Mentor Teacher

BACKGROUND

Currently, when an individual applies for a Career Technical Education (CTE) Teaching Credential, they must be assigned a Mentor Teacher. The Mentor Teacher provides support to the new teacher for two years. The support includes onboarding, classroom management support, curriculum and instruction development support, and classroom observations. This process is very similar to the two-year induction program required of new teachers with Multiple and Single Subject Teaching Credentials.

CURRENT SITUATION

The job description was created using requirements from the Career Technical Education Credential and best practices from other required teacher induction programs. The CTE Mentor Teacher needs to be a fully credentialed and experienced teacher. The assignment will be based on the number of Eden Area ROP teachers in need of required mentoring.

RECOMMENDATION

It is recommended that the Governing Board approve the job description for the CTE Mentor Teacher.

JOB DESCRIPTION

Mission Statement: The mission of the Eden Area ROP is to build a foundation for students that prepare them academically, technically, and professionally to meet challenging opportunities of the 21st Century with confidence and purpose.

Job Title:	CTE Mentor Teacher	Reports to:	Superintendent/Designee
Job Location:	Hayward Center	Department:	Educational Services

Position Overview

Purpose:

Under the supervision of the Superintendent or designee:

- Support new instructor in completing California Commission on Teacher Credentialing (CTC) approved educator preparation program
- Provide new instructor support to clear their Preliminary Career Technical Education (CTE) Credential
- Provide coaching and instructional support to new CTE instructors

Duties and Responsibilities:

Provide comprehensive support to new instructors in accordance with best practices applied in instructor induction programs:

- Plan and implement collaboratively new instructor orientation
- Provide support for each new instructor for two years
- Provide no less than one hour per week for individualized support
- Provide at least two non-evaluative observation cycles per year
- Complete the Mentor Observation and Feedback Log (or any other specific requirement of the Local Education Agency (LEA) required for the mentee to clear their credential)
- Administer end-of-semester survey for all participants
- Develop collaboratively Professional Development Plan
 - Set goals
 - Provide resources to support goals
 - Scope and sequence
 - Unit planning
 - Lesson planning
 - Assessment and data
 - Instructional strategies
 - Attention and participation protocols
 - Work-based learning
 - California Standards for the Teaching Profession (CSTP)
- Communicate with mentee's supervisor about professional development needs
- Provide any other specific requirements of the LEA to clear the credential
- Assist in planning for school events (i.e. Back to School Night) and attend to support mentees

Employment Type:	Caseload Dependent	Employment Category:	Certificated
Work Year:	10 months (185 workdays) *Additional days for new school year training TBD	Days/Hours:	Monday-Friday 7:45am-4:00pm

Position Qualifications

Knowledge:

- Current instructional and curricular pedagogy for traditional instruction and Career and Technical Education instructions

JOB DESCRIPTION

- Working understanding of EAROP policies, procedures, and instructional expectations
- Command of student information systems and learning management systems

Abilities:

- Communicate effectively, verbally and in writing

Soft Skills:

- Trustworthiness
- Maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable
- Strong, positive communication and interaction skills when dealing with co-workers, administrators, and/or the community
- Self-starter and resourceful
- Problem solver; able to resolve problems quickly and professionally
- Extremely organized and successfully meeting deadlines

Education:

- Bachelor of Arts or Science degree preferred

Experience:

- Minimum five (5) years teaching experience
- Experience at the Eden Area Regional Occupational Program or other ROP preferred

Certifications/Credentials:

- Valid and clear California Single Subject or Career and Technical Education Credential
- Career Technical Education Credential preferred

Additional Requirements:

- Valid driver license
- At a minimum, 80% of services need to be provided in-person. The remaining 20% can be virtual meetings as needed and requested by mentees.

Salary Schedule Placement:	Salary Placement Based on Education and Experience	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on conditions listed in the Offer of Certificated Employment.	Governing Board Approved	Pending



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Revised Job Descriptions

BACKGROUND

Job Descriptions for all positions are maintained by the Human Resources Administrator. To ensure that the positions remain current, job descriptions are periodically reviewed and updated, if needed.

CURRENT SITUATION

The Human Resources Administrator reviewed the following Governing Board approved job descriptions with employees. Updates to the job descriptions based on current responsibilities and requirements have been proposed. These suggestions were integrated into the current job descriptions and given to the supervising administrator for review. Edits from the administrator review were given to the Human Resources Administrator and finalized for recommendation to the Governing Board.

Job Description Updates Only

Registered Dental Assisting Instructor (High School Programs)
Registered Dental Assisting Instructor-Hourly (Adult Programs)

RECOMMENDATION

It is recommended that the Governing Board approve the revised job descriptions.

JOB DESCRIPTION

EAROP 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.

Job Title:	Lead Registered Dental Assisting Instructor	Reports to:	Director/Designee
Job Purpose:			
Under the supervision of the Director or designee, provide for all aspects of effective student instruction.			
Duties and Responsibilities:			
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<ul style="list-style-type: none"> • Develop curriculum that engages and supports all students in the learning process • Align curriculum to academic standards as appropriate so students see the relevance between career technical and academic standards • Able to organize subject matter for student learning • Report grades and attendance • Instruct and prepare students for entry-level jobs or continued education in the Registered Dental Assisting industry • Develop workplace learning sites and training plans • Provide supervision at the work sites • Develop an ongoing Industry Advisory Committee • Responsible for all aspects of student supervision, motivation and program compliance • Responsible for classroom management • Create and maintain effective environments for student learning • Able to plan instruction and design learning experiences supportive of all student • Continue professional development in specific subject matter as well as teaching profession • Perform other duties as assigned 			
Job Location:	Hayward Center	Department:	Health & Services Occupations
Employment Type:	Full-time	Employment Category:	Certificated
Work Year:	10 month (183 work days)	Days/Hours:	Monday-Friday 7:45 am-4:00 pm
Salary Schedule Placement:	TBD	Annual Salary:	Based on experience and education
Annual Benefits:	Benefit allowance Included in salary	Governing Board Approved	May 3, 2012
Skills:			
Knowledge of:			
Current Registered Dental Assisting concepts and skills, basic teaching strategies and classroom management.∞			
Abilities:			
Work well and collaboratively with a wide range of high school students; adapt easily to industry, educational and organizational changes; and manage curriculum and classroom environment following educational standards and Eden Area ROP policies and guidelines.			
<ul style="list-style-type: none"> • Establish a system that shows pupil progress toward established standards • Adhere to established curriculum • Establish and maintain a suitable learning environment, within the scope of the teacher’s responsibilities 			

JOB DESCRIPTION

- Communicate effectively, verbally and in writing
- Keep appropriate records, make reports as required according to timelines
- Participate in in-service activities, meetings and staff conferences
- Maintain supervision of all community classrooms, cooperative vocational education components, school to career, field trips, job shadowing, etc.

Training and Experience:

Minimum five (5) years work experience in the Registered Dental Assisting field, one (1) of which must have been within the last three (3) years.

Credential Required:	Possess or qualify for a Career Technical Education Credential in relevant field		
Education:	Bachelor of Arts or Science degree strongly preferred.	Additional Requirements:	<ul style="list-style-type: none"> • Basic Drivers License • Basic Skills Test

Terms of Employment :

Year to year based on conditions listed in the Offer of Certificated Employment.

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JOB DESCRIPTION

<p>Mission Statement: The mission of the Eden Area ROP is to build a foundation for students that prepare them academically, technically, and professionally to meet challenging opportunities of the 21st Century with confidence and purpose.</p>			
Job Title:	Registered Dental Assisting Instructor	Reports to:	Superintendent/Designee
Job Location:	Hayward Center	Department:	Educational Services
Position Overview			
<p>Purpose: Under the supervision of the Superintendent or designee, provide for all aspects of effective student instruction.</p> <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> Develop curriculum that engages and supports all students in the learning process Align curriculum to academic standards as appropriate so students see the relevance between career technical and academic standards Able to organize subject matter for student learning Report grades and attendance Instruct and prepare students for entry-level jobs or continued education in the Registered Dental Assisting industry Develop workplace learning sites and training plans Provide supervision at the work sites Develop an ongoing Industry Advisory Committee Responsible for all aspects of student supervision, motivation and program compliance Responsible for classroom management Create and maintain effective environments for student learning Able to plan instructions and design learning experiences supportive of all student Continue professional development in specific subject matter as well as teaching profession Work Based Learning opportunities Perform other duties as assigned 			
Employment Type:	Full-Time	Employment Category:	Certificated
Work Year:	10 months (185 workdays)	Days/Hours:	Monday-Friday 7:45am-4:00pm
Position Qualifications			
<p>Knowledge:</p> <ul style="list-style-type: none"> Current Registered Dental Assisting concepts and skills, basic teaching strategies and classroom management. <p>Abilities: Work well and collaboratively with a wide range of high school students; adapt easily to industry, educational and organizational changes; and manage curriculum and classroom environment following educational standards and Eden Area ROP policies and guidelines.</p> <ul style="list-style-type: none"> Establish a system that shows pupil progress toward established standards Adhere to established curriculum Establish and maintain a suitable learning environment, within the scope of the instructor's responsibilities Communicate effectively, verbally and in writing Keep appropriate records, make reports as required according to timelines 			

JOB DESCRIPTION

- Participate in in-service activities, meetings and staff conferences
- Maintain supervision of all community classrooms, cooperative vocational education components, school to career, fieldtrips, job shadowing, etc.

Soft Skills:

- Trustworthiness
- Maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable
- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community
- Self-starter and resourceful
- Problem solver; able to resolve problems quickly and professionally
- Extremely organized and successfully meeting deadlines

Education:

- Bachelor of Arts or Science degree strongly preferred

Experience:

- Minimum of three years (3000 hours) in the Dental field, with one year in the past five years or two years within the past ten years.

Certifications/Credentials:

- Possess or qualify for a Career Technical Education Credential in relevant field

Additional Requirements:

- Valid driver license
- Active Registered Dental Assistant license
- Current Basic Life Support certification
- 2-hour Methodology Course in Infection Control Clinical Evaluation
- 2-hour Methodology Course in Radiation Safety Clinical Evaluation
- Depending on course certification, Methodology in Coronal Polishing and/or Pit & Fissure Sealants

Salary Schedule Placement:	TBD	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on conditions listed in the Offer of Certificated Employment.	Governing Board Approved	Pending

JOB DESCRIPTION

EAROP 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.

Job Title:	Registered Dental Assisting Instructor	Reports to:	Director/Designee
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Job Purpose:

Under the supervision of the Director or designee, provide for all aspects of effective student instruction.

Duties and Responsibilities:

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 - Develop curriculum that engages and supports all students in the learning process
 - Align curriculum to academic standards as appropriate so students see the relevance between career technical and academic standards
 - Able to organize subject matter for student learning
 - Report grades and attendance
 - Instruct and prepare students for entry-level jobs or continued education in the Registered Dental Assisting industry
 - Develop workplace learning sites and training plans
 - Provide supervision at the work sites
 - Develop an ongoing Industry Advisory Committee
 - Responsible for all aspects of student supervision, motivation and program compliance
 - Responsible for classroom management
 - Create and maintain effective environments for student learning
 - Able to plan instruction and design learning experiences supportive of all student
 - Continue professional development in specific subject matter as well as teaching profession
 - Perform other duties as assigned

Job Location:	Hayward Center	Department:	Health & Services Occupations
Employment Type:	Full-time	Employment Category:	Certificated
Work Year:	10 month (183 work days)	Days/Hours:	Monday-Friday 7:45 am-4:00 pm
Salary Schedule Placement:	TBD	Annual Salary:	Based on experience and education
Annual Benefits:	Benefit allowance Included in salary	Governing Board Approved	May 3, 2012

Skills:

Knowledge of:

Current Registered Dental Assisting concepts and skills, basic teaching strategies and classroom management. ∞

Abilities:

Work well and collaboratively with a wide range of high school students; adapt easily to industry, educational and organizational changes; and manage curriculum and classroom environment following educational standards and Eden Area ROP policies and guidelines.

- Establish a system that shows pupil progress toward established standards
- Adhere to established curriculum
- Establish and maintain a suitable learning environment, within the scope of the teacher’s responsibilities
- Communicate effectively, verbally and in writing

JOB DESCRIPTION

- Keep appropriate records, make reports as required according to timelines
- Participate in in-service activities, meetings and staff conferences
- Maintain supervision of all community classrooms, cooperative vocational education components, school to career, field trips, job shadowing, etc.

Training and Experience:

Minimum five (5) years work experience in the Registered Dental Assisting field, one (1) of which must have been within the last three (3) years.

Credential Required:	Possess or qualify for a Career Technical Education Credential in relevant field		
Education:	Bachelor of Arts or Science degree strongly preferred.	Additional Requirements:	<ul style="list-style-type: none"> • Basic Drivers License • Basic Skills Test

Terms of Employment :

Year to year based on conditions listed in the Offer of Certificated Employment.

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JOB DESCRIPTION

<p>Mission Statement: The mission of the Eden Area ROP is to build a foundation for students that prepare them academically, technically, and professionally to meet challenging opportunities of the 21st Century with confidence and purpose.</p>			
Job Title:	Hourly Registered Dental Assisting Instructor	Reports to:	Director of Adult Programs
Job Location:	Hayward Center	Department:	Adult Programs
Position Overview			
<p>Purpose: Under the supervision of the Director or designee, provide for all aspects of effective student instruction.</p> <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> Develop curriculum that engages and supports all students in the learning process Align curriculum to academic standards as appropriate so students see the relevance between career technical and academic standards Able to organize subject matter for student learning Report grades and attendance Instruct and prepare students for entry-level jobs or continued education in the Registered Dental Assisting industry Develop workplace learning sites and training plans Provide supervision at the work sites Responsible for all aspects of student supervision, motivation and program compliance Responsible for classroom management Create and maintain effective environments for student learning Able to plan instruction and design learning experiences supportive of all student Continue professional development in specific subject matter as well as teaching profession Manage and supervise students that may have externship/apprenticeship placement Perform other duties as assigned 			
Employment Type:	Part-Time	Employment Category:	Exempt Instructor
Work Year:	12 months (185 workdays)	Days/Hours:	TBD
Position Qualifications			
<p>Knowledge: Current Registered Dental Assisting concepts and skills, basic teaching strategies and classroom management.</p> <p>Abilities: Work well and collaboratively with a wide range of high school students; adapt easily to industry, educational and organizational changes; and manage curriculum and classroom environment following educational standards and Eden Area ROP policies and guidelines.</p> <ul style="list-style-type: none"> Establish a system that shows pupil progress toward established standards Adhere to established curriculum Establish and maintain a suitable learning environment, within the scope of the instructor's responsibilities Communicate effectively, verbally and in writing Keep appropriate records, make reports as required according to timelines Participate in in-service activities, meetings and staff conferences 			

JOB DESCRIPTION

- Maintain supervision of all community classrooms, cooperative vocational education components, school to career, field trips, job shadowing, etc.

Soft Skills:

- Trustworthiness
- Maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable
- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community
- Self-starter and resourceful
- Problem solver; able to resolve problems quickly and professionally
- Extremely organized and successfully meeting deadlines

Education:

- Bachelor of Arts or Science degree strongly preferred

Experience:

- Minimum of three years (3000 hours) in the Dental field, with one year in the past five years or two years within the past ten years.

Certifications/Credentials:

- Possess or qualify for a Career Technical Education Credential in relevant field

Additional Requirements:

- Valid driver license
- Active Registered Dental Assistant license
- Current Basic Life Support certification
- 2-hour Methodology Course in Infection Control Clinical Evaluation
- 2-hour Methodology Course in Radiation Safety Clinical Evaluation
- Depending on course certification, Methodology in Coronal Polishing and/or Pit & Fissure Sealants

Salary Schedule Placement:	TBD	Annual Benefits:	None
Terms of Employment:	Year to year based on conditions listed in the Offer of Certificated Employment.	Governing Board Approved	Pending



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Registered Dental Assisting Instructor (Adult Programs) Position and Job Description

BACKGROUND

As part of the California Apprenticeship Innovation Grant, the state has allocated funding to support the development of pre-apprenticeship and apprenticeship programs.

The Eden Area ROP Dental Program serves both high school students and adults, is aligned and articulated with Dental Board standards, currently works within the industry, and has staffing expertise. This positions the Eden Area ROP to expand the Dental Program's reach and use it as a model apprenticeship program.

CURRENT SITUATION

With the awarding of the California Apprenticeship Innovation Grant, the Eden Area ROP needs a coordinator to build the strong processes and relationships needed for an apprenticeship program. High school students will be part of the pre-apprenticeship program and adults' part of the apprenticeship program.

We have created the Registered Dental Assisting Instructor (Adult Programs) position to fulfill the need for a full-time instructor for our Adult Registered Dental Assisting Program.

RECOMMENDATION

It is recommended that the Governing Board approve the Registered Dental Assisting Instructor (Adult Programs) position and job description.

JOB DESCRIPTION

Mission Statement: The mission of the Eden Area ROP is to build a foundation for students that prepare them academically, technically, and professionally to meet challenging opportunities of the 21st Century with confidence and purpose.

Job Title:	Registered Dental Assisting Instructor	Reports to:	Director of Adult Programs
Job Location:	Hayward Center	Department:	Adult Programs

Position Overview

Purpose:

Under the supervision of the Director or designee, provide for all aspects of effective student instruction.

Duties and Responsibilities:

- Develop curriculum that engages and supports all students in the learning process
- Align curriculum to academic standards as appropriate so students see the relevance between career technical and academic standards
- Able to organize subject matter for student learning
- Report grades and attendance
- Instruct and prepare students for entry-level jobs or continued education in the Registered Dental Assisting industry
- Develop workplace learning sites and training plans
- Provide supervision at the work sites
- Coordinate and develop an ongoing Industry Advisory Committee with High School Instructor
- Responsible for all aspects of student supervision, motivation and program compliance
- Responsible for classroom management
- Create and maintain effective environments for student learning
- Able to plan instruction and design learning experiences supportive of all student
- Continue professional development in specific subject matter as well as teaching profession
- Manage and supervise students that may have externship/apprenticeship placement
- Perform other duties as assigned

Employment Type:	Full-Time	Employment Category:	Certificated
Work Year:	12 months (185 workdays)	Days/Hours:	Monday-Friday 7:45am-4:00pm

Position Qualifications

Knowledge:

Current Registered Dental Assisting concepts and skills, basic teaching strategies and classroom management.

Abilities:

Work well and collaboratively with a wide range of high school students; adapt easily to industry, educational and organizational changes; and manage curriculum and classroom environment following educational standards and Eden Area ROP policies and guidelines.

- Establish a system that shows pupil progress toward established standards
- Adhere to established curriculum
- Establish and maintain a suitable learning environment, within the scope of the instructor's responsibilities
- Communicate effectively, verbally and in writing

JOB DESCRIPTION

- Keep appropriate records, make reports as required according to timelines
- Participate in in-service activities, meetings and staff conferences
- Maintain supervision of all community classrooms, cooperative vocational education components, school to career, field trips, job shadowing, etc.

Soft Skills:

- Trustworthiness
- Maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable
- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community
- Self-starter and resourceful
- Problem solver; able to resolve problems quickly and professionally
- Extremely organized and successfully meeting deadlines

Education:

- Bachelor of Arts or Science degree strongly preferred

Experience:

- Minimum of three years (3000 hours) in the Dental field, with one year in the past five years or two years within the past ten years.

Certifications/Credentials:

- Possess or qualify for a Career Technical Education Credential in relevant field

Additional Requirements:

- Valid driver license
- Active Registered Dental Assistant license
- Current Basic Life Support certification
- 2-hour Methodology Course in Infection Control Clinical Evaluation
- 2-hour Methodology Course in Radiation Safety Clinical Evaluation
- Depending on course certification, Methodology in Coronal Polishing and/or Pit & Fissure Sealants

Salary Schedule Placement:	TBD	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on conditions listed in the Offer of Certificated Employment.	Governing Board Approved	Pending



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Registered Dental Assisting Program Coordinator Position and Job Description

BACKGROUND

As part of the California Apprenticeship Innovation Grant, the state has allocated funding to support the development of pre-apprenticeship and apprenticeship programs.

The EAROP Dental Program serves both high school students and adults, is aligned and articulated with Dental Board standards, currently works within the industry, and has staffing expertise. This positions the EAROP to expand the Dental Program's reach and use it as a model apprenticeship program.

CURRENT SITUATION

With the awarding of the California Apprenticeship Innovation, Grant the EAROP needs a coordinator to build the strong processes and relationships needed for an apprenticeship program. High school students will be part of the pre-apprenticeship program and adults' part of the apprenticeship program.

We have created the Registered Dental Assisting Program Coordinator position to fulfill the responsibility for the development, management, implementation, and reporting of the California Apprenticeship Innovation Grant.

RECOMMENDATION

It is recommended that the Governing Board approve the Registered Dental Assisting Program Coordinator position and job description.

JOB DESCRIPTION

Mission Statement: The mission of the Eden Area ROP is to build a foundation for students that prepare them academically, technically, and professionally to meet challenging opportunities of the 21st Century with confidence and purpose.

Job Title:	Registered Dental Assisting Program Coordinator	Reports to:	Director of Adult Programs
Job Location:	Hayward Center	Department:	Adult Programs

Position Overview

Purpose:

Under the supervision of the Director or designee, provide training, curricular guidelines, and instructional material for all aspects of effective student instruction as per the Dental Board of California to current instructors. Complete the Department of Apprenticeship and Standards application for Dental Assisting to become eligible for pre-apprenticeship and apprenticeship as well as other tasks as per the CAI Grant.

Duties and Responsibilities:

- Develop curriculum that engages and supports all students in the learning process
- Align curriculum to academic standards as appropriate so students see the relevance between career technical and academic standards
- Maintain Dental Board Approval annually for compliance and relevance CCR 1070.2 (d)(8)
- Complete the Department of Apprenticeship and Standards application for Dental Assisting to become eligible for pre-apprenticeship and apprenticeship as well as other tasks as per the CAI Grant
- Able to organize subject matter for student learning
- Track grades and attendance
- Instruct and prepare students for entry-level jobs or continued education in the Registered Dental Assisting industry
- Develop workplace learning sites and training plans (apprenticeships, etc.)
- Assist with supervision at the work sites
- Develop an ongoing Industry Advisory Committee compliant with the Dental Board of California regulations CCR 1070.2(d)(2)
- Maintain dental library in compliance with Dental Board regulations CCR 1070.2 (d)(7)(c)
- Create and maintain effective environments for student learning
- Ensure that equipment is in working order and in compliance with Dental Board regulations CCR 1070.2 (d)(7)(A)
- Plan and update yearly instructional calendars and design learning experiences for adult courses
- Support new instructors with curriculum execution and implementation
- Continue professional development in specific subject matter as well as teaching profession
- Attend Dental Board meetings and belong to at least one organization (i.e. CADAT)
- Develop, implement, and supervise stand-alone courses
- Maintain records and submit annual reports as required by the Dental Board CCR 1070.2 (d)(B)(iii)
- Hold periodic staff meetings as required by the Dental Board CCR 1070.2 (B)(ii)
- Manage and coordinate budget between high school and adult program CCR 1070.2 (d)(B)(i)
- Maintain emergency materials for treating patients with life-threatening conditions as required by the Dental Board CCR 1070.2(d)(7)(D)
- Coordinate required Basic Life Support class as mandated by the Dental Board CCR 1070.2 (d)(9)(D)
- Maintain staff licensure requirements (Registered Dental Assisting license, Basic Life Support certification, and required methodology courses) as mandated by the Dental Board CCR 1070.2(d)(3)(A)

JOB DESCRIPTION

- Manage Safety Data Sheets (SDS) binder and Exposure Control Plan
- Submit paperwork for processing of all completion certificates
- Perform other duties as assigned

Employment Type:	Full-Time	Employment Category:	Certificated
Work Year:	10 months (185 workdays)	Days/Hours:	Monday-Friday 7:45am-4:00pm

Position Qualifications

Knowledge:

- Current Registered Dental Assisting concepts and skills, basic teaching strategies and classroom management.

Abilities:

- Work well and collaboratively with instructors and students
- Adapt easily to industry, educational and organizational changes
- Manage curriculum and classroom environment following educational standards and Eden Area ROP policies and guidelines
- Establish a system that shows pupil progress toward established standards
- Adhere to established curriculum
- Communicate effectively, verbally and in writing
- Keep appropriate records, make reports as required according to timelines
- Participate in in-service activities, meetings and staff conferences
- Maintain supervision of all community classrooms, cooperative vocational education components, school to career, field trips, job shadowing, etc.

Soft Skills:

- Trustworthiness
- Maintain confidentiality of privileged and sensitive information
- Strong, consistent work ethic; must be punctual and reliable
- Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community
- Self-starter and resourceful
- Problem solver; able to resolve problems quickly and professionally
- Extremely organized and successfully meeting deadlines

Education:

- Bachelor of Arts or Science degree strongly preferred

Experience:

- Minimum of three years (3000 hours) in the Dental field, with one year in the past five years or two years within the past ten years.

Certifications/Credentials:

- Possess or qualify for a Career Technical Education Credential in relevant field

Additional Requirements:

- Valid driver license
- Active Registered Dental Assistant license
- Current Basic Life Support certification
- Methodology as required by the Dental Board

JOB DESCRIPTION

Salary Schedule Placement:	Salary Placement Based on Education and Experience	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on conditions listed in the Offer of Certificated Employment.	Governing Board Approved	Pending

DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with the City of Hayward to support the Eden Area ROP/Hayward Unified School District Urban Farming Summer Internships

BACKGROUND

In 2022-2023, the City of Hayward initiated a Food Action Group that was working on developing food security in Hayward with a focus on Career Pathways. As a result, Hayward Unified School District and the Eden Area ROP worked with the City of Hayward to use grant funds to support a Summer 2023 Internship Program. The City of Hayward is contracting with the Eden Area ROP to be the fiscal agent in paying the staff involved and providing participating students scholarships at the completion of the internship.

CURRENT SITUATION

The City of Hayward is contracting with the Eden Area ROP for its internship services this summer. Four students who complete the internship hosted by Tennyson High School and the Eden Area ROP will receive a \$1,800 scholarship.

Fiscal Impact: The Eden Area ROP will receive up to \$18,606 for scholarships, staffing, materials and supplies, and administrative costs.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with the City of Hayward to support the Eden Area ROP/Hayward Unified School District Urban Farming Summer Internships.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HAYWARD AND EDEN AREA
REGIONAL OCCUPATIONAL PROGRAMS FOR A PILOT INTERNSHIP PROGRAM AS PART THE
HAYWARD FOOD ACTION PLANNING GRANT

THIS AGREEMENT, dated for convenience this 15 day of June 2023, is by and between Eden Area
Regional Occupational Programs, a Joint Powers Authority Public School District,
("CONTRACTOR") and the CITY OF HAYWARD, a municipal corporation of the State of California
("CITY");

PROGRAM SERVICES:

WHEREAS, "CONTRACTOR to be determined" is specially trained, experienced, and competent to
perform the special services which will be required by this agreement; and

WHEREAS, the CONTRACTOR is willing to render such program related services, as hereinafter
defined, on the following terms and conditions; and

NOW, THEREFORE, the CONTRACTOR and the CITY agree as follows:

AGREEMENT:

1. Scope of Service. Subject to the terms and conditions set forth in this agreement, the CONTRACTOR shall provide to the CITY the services described in Exhibit A. The CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. Compensation. Cash disbursement shall be in accordance with Exhibit A, Program Budget. Allowable compensation for services rendered by the CONTRACTOR to the CITY is set forth in Exhibit A. The CITY shall provide funding to the CONTRACTOR for an amount not to exceed \$18,606 for the Scope of Work described in Exhibit A.
3. Effective Date and Term. The effective date of this agreement is June 15th, 2023 and it shall terminate no later than December 31, 2023.
4. Independent Contractor Status. It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the CITY. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.
5. Billings. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for

duplicate services performed by more than one person.

6. Advice and Status Reporting. CONTRACTOR shall provide the CITY with timely advice of all significant developments arising during performance of its services hereunder orally or in writing.
7. Assignment of Personnel. CONTRACTOR shall assign only competent personnel to perform services pursuant to this agreement. In the event that CITY, in its sole discretion, at any time during the term of this agreement, desires the removal of any such persons, CONTRACTOR shall, immediately upon receiving notice from CITY of such desire of CITY, cause the removal of such person or persons.
8. Assignment and Subcontracting. It is recognized by the parties hereto that a substantial inducement to the CITY for entering into this agreement was, and is, the professional reputation and competence of the CONTRACTOR. Neither this agreement nor any interest therein may be assigned by the CONTRACTOR without the prior written approval of the CITY's CITY Manager. The CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the CITY's CITY Manager.
9. Insurance. On or before beginning any of the services or work called for by any term of this agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (b) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor.
 - a. Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by CONTRACTOR shall be provided with limits not less than one million dollars. In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this agreement.
 - b. Commercial General Liability. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall maintain commercial general liability insurance for the period covered by this agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance form

or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement.

Coverage shall be as broad as Insurance Services Office Commercial Liability occurrence form CG 0001.

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- i. CITY, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- ii. The insurance shall cover on an occurrence basis, and not on the basis of an accident or claims made.
- iii. The insurance must cover personal injuries as well as bodily injuries. Any exclusion of contractual liability in personal injury provisions of the policy or any endorsement to it must be eliminated.
- iv. The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
- v. Any explosion, collapse, and underground property damage exclusion must be deleted.
- vi. An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- vii. The policy must contain a cross liability or severability of interests clause.
- viii. Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- ix. Broad form property damage liability must be afforded. A deductible that does not exceed \$25,000 may be provided.
- x. Insurance is to be placed with California- admitted insurers with a Best's rating of no less than B:XI.
- xi. Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

- c. Deductibles and Self-Insured Retentions. During the period covered by this agreement, upon express written authorization of CITY's CITY Attorney, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY CONTRACTOR may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- d. Notice of Reduction in Coverage. In the event that any coverage required under this section is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR's earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- e. In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - i. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
 - ii. Order CONTRACTOR to stop work under this agreement, or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
 - iii. Terminate the agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

10. Indemnification – CONTRACTOR's Responsibility. It is understood and agreed that CONTRACTOR has the professional skills and experience, knowledge necessary to perform the work agreed to be performed under this agreement, that CITY relies upon the professional skills of CONTRACTOR to do and perform CONTRACTOR's work in a skillful and professional manner, and CONTRACTOR thus agrees to perform the work.

Acceptance by CITY of the work performed under this agreement does not operate as a release of said CONTRACTOR from such professional responsibility for the work performed. It is further understood and agreed that CONTRACTOR is apprised of the scope of the work to be performed under this agreement and CONTRACTOR agrees that said work can and shall be performed in a fully competent manner.

CONTRACTOR shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of CONTRACTOR, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

11. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulation required by law to be included in the Agreement are incorporated by this reference.
12. Termination. This agreement may be cancelled at any time by CITY for its convenience upon written notification to CONTRACTOR. In the event of termination, the CONTRACTOR shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONTRACTOR's delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONTRACTOR or prepared by or for CONTRACTOR or the CITY in connection with this agreement.
13. Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To CONTRACTOR: Attn: Blaine C. Torpey, Superintendent
Eden Area Regional Occupational Program
26316 Hesperian Blvd.
Hayward, CA 94545

To the CITY: Attn: Kelly McAdoo, CITY Manager

CITY of Hayward
777 B. St., 4th floor
Hayward, CA 94541-5007

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

14. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONTRACTOR pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.
15. Amendments. This agreement may be modified or amended only by a written document executed by both CONTRACTOR and CITY's CITY Manager and approved as to form by the CITY Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.
16. Abandonment by CONTRACTOR. In the event the CONTRACTOR ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, CONTRACTOR shall, without delay, deliver to CITY all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which CITY incurs as a result of such cessation or abandonment.
17. Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.
18. No Third-party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.
19. Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

20. Compliance with Laws. In the performance of this agreement, CONTRACTOR shall abide by and conform to any and all applicable laws of the United States, the State of California, and the CITY Charter and Ordinances of CITY.

CONTRACTOR warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statues, and practices, including but not limited to Cal/OSHA regulations.

21. Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

22. Conflict of Interest. CONTRACTOR warrants and covenants that the principal providers of services presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. If any principal provider of services is a "CONTRACTOR" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.) each such person shall comply with Form 700 Statement of Economic Interests filing requirements in accordance with the CITY=s local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, principal provider of services shall promptly notify CITY of the existence of such conflict of interest so that the CITY may determine whether to terminate this agreement.

23. Nuclear Free Hayward. CONTRACTOR agrees to comply with the requirements imposed by Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." An executed copy of the Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons is attached hereto as Exhibit B and made a part hereof.

24. Copyright. Upon CITY's request, CONTRACTOR shall execute appropriate documents to assign to the CITY the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to CONTRACTOR or any other person shall not affect CITY's rights to the materials and records prepared or obtained in the performance of this agreement. CITY reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and CITY shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by CITY shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

25. Time is of the Essence. CONTRACTOR agrees to diligently prosecute the services to be provided under this agreement to completion and in accordance with any schedules specified herein. In the performance of this agreement, time is of the essence.

26. Whole Agreement. This agreement has nine 9 pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or

incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

- 27. Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of CITY's CITY Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.
- 28. Electronic Signatures. The parties agree that the electronic signatures [whether digital or encrypted], of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures of this Agreement.

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement, and the CITY, by its CITY Manager, who is authorized to do so, has executed this agreement.

EDEN AREA REGIONAL OCCUPATIONAL PROGRAMS

Dated: _____
By: _____
Blaine C. Torpey, Superintendent

CITY OF HAYWARD

Dated: _____
By: _____
Kelly McAdoo, City Manager

Attest: _____
Miriam Lens, City Clerk

APPROVED AS TO FORM:

By: _____
Michael S. Lawson, City Attorney

Attachments: Exhibit A, Scope of Work
Exhibit B, Affirmation of Non-Involvement in the Development or Production of
Nuclear Weapons

(EXHIBIT A)
SCOPE OF WORK

PROJECT OVERVIEW AND GOALS

Eden Area Regional Occupational Program (EAROP) will oversee a 5-week internship for 4 Hayward Unified School District (HUSD) students as part of the City of Hayward’s Food Action Plan pilot program for internships in food systems. EAROP will handle the payment and supervision of these 4 students from June 12th to July 14th alongside HUSD career pathways staff. Students will receive hands-on training in urban farming strategies, horticulture, and landscaping as described in the below outline.

Intern learning objectives and responsibilities

Learning Objective: Interns will be able to plan and execute summer agriculture in an urban setting

- Week 1 Focus: Soil and Compost
- Week 2 Focus: Planting
- Week 3 Focus: Irrigation and Care
- Week 4 Focus: Pests and Weeds, Biodynamic solutions
- Week 5 Focus: Sustainable Crops

Payment and Budget

One payment of \$18,606 will be distributed to EAROP. EAROP will send the City an invoice for \$18,606 to be spent as defined in the below budget. Invoices can be sent to emily.hwang@hayward-ca.gov.

Budget:			
Description	Amount	Detail	Total
Mentor Stipend	\$2,000	3	\$6,000
Mentor Employee Burden	\$640	3	\$1,920
Instructional Materials	\$800	n/a	\$1,100
Student Snacks	\$300	n/a	
Field Trip, Intern Celebration Event	\$1,500	n/a	\$1,500
Student Scholarship	\$1,800	4	\$7,200
Indirect Costs (admin/finance) 5%	\$886	n/a	\$886
Grand Total			\$18,606

(EXHIBIT B)

AFFIRMATION ON NONINVOLVEMENT IN
DEVELOPMENT OF PRODUCTION OF NUCLEAR WEAPONS

The undersigned hereby certifies:

That it understands that City of Hayward Ordinance No.87024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person which is knowingly or intentionally engaged in the development or production of nuclear weapons."

That it understands the ordinance defines "Nuclear Weapon" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."

That it understands the ordinance defines "Person" as "any person, private corporation, institution or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

Print/Type Company Name

Print/Type Blaine C. Torpey, Superintendent

Company Address

Signature of Company Official

City/State/Zip Code

Date



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the MOU with the Bureau of Automotive Repair (BAR) for the 2023-2024 and 2024-2025 School Years

BACKGROUND

The Eden Area ROP Transportation Sector students benefit the most from hands-on practical learning applications. The Bureau of Automotive Repair, a division of the Department of Consumer Affairs allows contracted automotive dismantlers to provide the Eden Area ROP with retired vehicles for the sole purpose of providing technical training for our students.

CURRENT SITUATION

Currently, the Eden Area ROP relies solely on donations for vehicles. This MOU would allow the opportunity to clear the current stock of retired vehicles and refresh them with different vehicles. The Eden Area ROP would incur the cost of towing to add vehicles and have them removed. There is no cost to take possession of the vehicles.

RECOMMENDATION

It is recommended that the Governing Board approve the approve the MOU with the Bureau of Automotive Repair (BAR) for the 2023-2024 and 2024-2025 school years.

EXECUTIVE OFFICE

10949 North Mather Boulevard, Rancho Cordova, CA 95670
P (916) 403-8600 F (916) 464-3424 | www.bar.ca.gov



MEMORANDUM OF UNDERSTANDING

SECTION 1: SUMMARY

This Memorandum of Understanding (MOU) is established between the Department of Consumer Affairs, Bureau of Automotive Repair (Bureau) and the Eden Area ROP (26316 Hesperian Blvd, Hayward, CA 94545) (School). Through this MOU, the Bureau agrees to allow one of its contracted dismantlers to provide the School with vehicles that have been retired through either the Bureau's Consumer Assistance Program (CAP) or the Air Resources Board's Enhanced Fleet Modernization Program (EFMP).

The Bureau agrees to have the contracted dismantler obtain a non-revivable junk receipt from the Department of Motor Vehicles (DMV) and transfer ownership of each vehicle to the School through a zero-dollar bill of sale. The School agrees not to drive these vehicles on public roads and to use these vehicles solely for the purpose of technician training in the School's automotive repair training department. The School also agrees to return vehicles obtained through this MOU back to the contracted dismantler prior to May 31, 2025, and transfer ownership back to the dismantler through a zero-dollar bill of sale.

The goal of this agreement is to provide the School's automotive technician training program with a low-cost source of vehicles, while ensuring that CAP's emission reduction goals are met.

SECTION 2: COMMENCEMENT AND EXPIRATION DATES

The term of this MOU shall commence on the date this agreement is signed by both parties. The agreement shall remain in effect until June 30, 2025, or a shorter duration should either party decide to terminate the agreement. The party seeking to terminate the agreement must provide thirty days' notice to the other party. All vehicles must be returned to the contracted dismantler when the agreement is terminated.

SECTION 3: GENERAL PROVISIONS

- A. The School will periodically provide the Bureau with a list of the types of vehicles needed (year, make, model). The Bureau will share this list with contracted dismantlers located near the school.
- B. Once a listed vehicle is retired through CAP, the contracted dismantler will notify the Bureau and obtain a non-revivable junk receipt from the Department of Motor Vehicles.

After receiving a copy of the non-revivable junk receipt from the contracted dismantler, the Bureau will notify the School that a vehicle is ready for pick up. The School will be responsible for providing transport of the vehicle from the contracted dismantler to their facility within fifteen (15) days of notification. The School will transport the vehicle at its own expense, via car-carrier or tow truck; the vehicle shall not be driven on public roads.

In the event the School fails to arrange timely transport, the vehicle will be crushed by the contracted dismantler per its contract with the Bureau.

When the School representative arrives to transport the vehicle, the contracted dismantler will provide them with a zero-dollar bill of sale that lists the vehicle identification number.

- C. The School agrees to ensure that vehicles obtained from the Bureau through CAP or EFMP are never driven on public roads.
- D. No parts from these vehicles may be sold or transferred to other vehicles. However, the School may repair these vehicles using replacement parts, returning any defective original parts to the supplier in lieu of core charges.
- E. Prior to May 31, 2025, the School will transport the vehicle at its own expense, via car-carrier or tow truck, back to the contracted dismantler from which it was obtained. The School will transfer ownership to the contracted dismantler without compensation, using a zero-dollar bill of sale that lists the vehicle identification number.

The School must return each vehicle to the contracted dismantler in its entirety, with all original or replacement parts therefrom, including but not limited to mechanical components, electrical wiring, catalytic converter, battery, radio, audio speakers, and tires.

The vehicles may be returned to the contracted dismantler partially disassembled, provided all removed parts are returned with the chassis. The engine does not need to be operable upon return, as the vehicle will be crushed and sold as scrap metal. The School should attempt to return the radio, audio speakers, battery, and tires undamaged, as the contracted dismantler is entitled to sell those components once the vehicle is returned.

- F. The Bureau will be responsible for tracking the location and condition of these vehicles, while in the School's possession. The School agrees to allow Bureau representatives to periodically visit and verify the presence of these vehicles. The School agrees to notify the Bureau when it has returned each vehicle to the contracted dismantler.
- G. INDEMNIFICATION: The School agrees to indemnify, defend and save harmless DCA, its officers, agents, contracted dismantlers, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by School's acts or omissions in connection with School's possession, use, operation, or storage of the vehicles provided to School pursuant to this MOU.

Vehicles are provided to the School as-is. All damages arising to any person from School's possession, use, operation, or storage of the vehicles are understood to be the responsibility of School.

Approved by

Signature: _____
Blaine Torpey, Superintendent
Eden Area ROP
Community College/School District

Date: _____

To Be Completed by Bureau of Automotive Repair Personnel

Approved by:

Signature: _____

Date: _____

Name
Title
Bureau of Automotive Repair



DATE: June 9, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Superintendent's Employment Agreement

BACKGROUND

Superintendent Blaine C. Torpey began serving as the Eden Area Regional Occupational Program Superintendent was appointed by the Governing Board during the June 16, 2022, Governing Board Meeting, effective July 1, 2022.

CURRENT SITUATION

The Governing Board has been presented with an updated Employment Agreement for Superintendent Torpey.

FISCAL IMPACT:

Before the Board is an Employment Agreement for Superintendent Torpey. Superintendent Torpey will be paid an annual base salary of \$210,000 for this agreement. The Eden Area ROP will also pay the same premium for a health benefit package which it provides to its other employees.

RECOMMENDATION

It is recommended that the Governing Board approve the Superintendent's Employment Agreement.