



# GOVERNING BOARD MEETING AGENDA

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**Thursday, August 5, 2021**  
**5:45 pm**

## GOVERNING BOARD MEMBERS

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Juan Campos, President	San Lorenzo Unified School District
Dot Theodore, Vice-President	Castro Valley Unified School District
Gabriel Chaparro, Member	Hayward Unified School District
James Aguilar, Member	San Leandro Unified School District

## MISSION STATEMENT

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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: Thursday, August 5, 2021  
Time: 5:45 p.m.

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

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

##### **Attend Zoom Meeting Instructions:**

- **To observe the meeting by video conference**, please click on [LINK](https://us02web.zoom.us/j/82174773143?pwd=MVVQcXdnT0FDbzRmUUNpZE44TzlxZz09) or go <https://us02web.zoom.us/j/82174773143?pwd=MVVQcXdnT0FDbzRmUUNpZE44TzlxZz09> to at the noticed meeting time.  
Meeting ID: **821 7477 3143**  
Passcode: **BdMtg50**

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 **821 7477 3143**, then press "#". Passcode: **706345**

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

##### **Public Comment Instructions:**

- **To comment by video conference**, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the eligible Agenda item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions on how to "Raise Your Hand" is available at: <https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.
- **To comment by phone**, you will be prompted to "Raise Your Hand" by pressing "\*9" to request to speak when Public Comment is being taken on the eligible Agenda Item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions of how to raise your hand by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

#### **AGENDA**

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

Any member of the audience may speak on any agenda item by following this process, or upon recognition by the President by identifying him/herself and his/her organization affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the Governing Board on a matter relating to the Eden Area ROP that does not appear on the agenda, this may be done during the "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 and allowed to make public comments.
- Speakers should rename their Zoom profile names to their real names to expedite this process.
- After the comment, the microphone for the speaker's Zoom profile will be muted.

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

**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 June 4, 2021 (pages 4-9)
- B. Request the Governing Board to approve the Minutes of the Special Governing Board Meeting of June 10, 2021 (pages 10-11)
- C. Request the Governing Board to approve the Bill Warrants (pages 12-22)
- D. Request the Governing Board to approve the Personnel Action Items (pages 23-25)
- E. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 26-27)
- F. Request the Governing Board to approve the Eden Area ROP Organization Chart for the 2021-2022 School Year (pages 28-29)
- G. Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE), in Collaboration with School Services of California Inc. (SSC), for Fiscal Related Matters for the 2021-2022 School Year (pages 30-35)

- H. Request the Governing Board to approve the Agreement with Atkinson, Andelson, Loya, Ruud and Romo (AALRR) for Legal Services for the 2021-2022 School Year (pages 36-42)
- I. Request the Governing Board to approve the Agreement with the California School Boards Association (CSBA) for GAMUT Services for the 2021-2022 School Year (pages 43-49)
- J. Request the Governing Board to approve the Agreement with Del Conte's Landscaping Inc. for Landscaping Services for the 2020-2021 School Year (pages 50-61)
- K. Request the Governing Board to approve the Agreement with Evan Goldberg for Consulting Services for the 2021-2022 School Year (pages 62-67)
- L. Request the Governing Board to approve the Agreement with the Fresno County Office of Education (FCOE) for Direct Support Professional Training for the 2021-2022 School Year (pages 68-78)
- M. Request the Governing Board to approve the Contract with Race-Work, LLC for Racial Equity Work Services for the 2021-2022 School Year (pages 79-82)
- N. Request the Governing Board to approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2021-2022 School Year (pages 83-88)
- O. Request the Governing Board to approve the MOU with the Alameda County Office of Education Network (ACOENet) for the Access Plus Service for the 2021-2022 School Year (pages 89-97)

**VIII. Information Items**

- A. COVID-19 Safety Plan Update (page 98)

**IX. Action Items**

- A. Request the Governing Board to approve the adoption of Resolution 1-21/22: Signature Card-Board Members, Resolution 2-21/22: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 3-21/22: Signature Card-Authorized Agents: Official Documents and Reports (pages 99-105)
- B. Request the Governing Board to approve the Public Disclosure of Eden Area ROP Employees' Agreement for the 2021-2022 Salary Increase (pages 106-117)
- C. Request the Governing Board to approve the Revised Salary Schedules (pages 118-128)

**X. Superintendent's Report**

**XI. Governing Board Reports**

**XII. Recess to Closed Session**

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

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

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

**XIV. Adjournment**

# CONSENT CALENDAR

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## CONSENT CALENDAR



## Minutes of the Regular Meeting of the ROP Governing Board June 4, 2021

### I. Call to Order

Juan Campos, Board President, called the meeting to order at 5:45 p.m. on Friday, June 4, 2021. Due to COVID-19 all members and attendees attended the meeting virtually via Zoom.

### II. Roll Call

#### Eden Area ROP Governing Board Present:

Juan Campos, Board President	San Lorenzo USD
Dot Theodore, Vice-President	Castro Valley USD
Gabriel Chaparro, Alternate	Hayward USD
James Aguilar, Member	San Leandro USD

#### Eden Area ROP Governing Board Absent:

Dr. April Oquenda, Member	Hayward USD
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Superintendent: Linda Granger, present

#### Eden Area ROP Administrators in Attendance:

Elaine Alvite	Assistant Director of Educational Services
Craig Lang	Director of Adult Programs
Mercedes Henderson	Human Resources Administrator
Anthony Oum	Fiscal Services Administrator

#### Eden Area ROP Staff in Attendance:

Gabriela Juarez	Executive Assistant
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#### Others in Attendance:

Xiupin Guillaume, Auditor	Eide Bailly LLP
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### III. Pledge of Allegiance

Anthony Oum led the Pledge of Allegiance.

### IV. Mission Statement

Elaine Alvite read the Eden Area ROP mission statement.

### V. Approval of Agenda

Trustee Dot Theodore moved to approve the agenda. Trustee James Aguilar seconded the motion.

Trustee Juan Campos, President, asked if there was any discussion. Superintendent Linda Granger asked to table the public hearing for the adopted budget.

Trustee Dot Theodore amended her motion to approve the agenda with the public hearing tabled for a future meeting. Trustee James Aguilar seconded the motion.

By the following vote, the agenda was approved as amended.

AYES: 4 (Aguilar, Campos, Chaparro, Theodore)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1 (Oquenda)

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

None

**VII. Consent Calendar**

Trustee Gabriel Chaparro moved to approve the consent calendar items as follows:

- A. Minutes of the Regular Governing Board Meeting of April 1, 2021
- B. Minutes of the Regular Governing Board Meeting of May 6, 2021
- C. Bill Warrants
- D. Personnel Action Items
- E. Agreement with Abtech Technologies for Information Technology Support Services for the 2021-2022 School Year
- F. Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2021-2022 School Year
- G. Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2020-2021 School Year
- H. Agreement with Kaizon Solutions for Janitorial Services for the 2021-2022 School Year
- I. Lease Agreement with L & M Investments for the Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from October 2021 through September 2022
- J. Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2021-2022 School Year
- K. Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for the 2020-2021 School Year

Trustee Dot Theodore seconded the motion.

AYES: 4 (Aguilar, Campos, Chaparro, Theodore)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1 (Oquenda)

**VIII. Information Items**

**A. The Superintendent's Evaluation Timeline**

Linda Granger, Superintendent, shared the Superintendent's evaluation timeline for the 2021-2022 school year.

**IX. Action Items**

**A. Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2020**

Anthony Oum, Fiscal Services Administrator, introduced Xiupin Guillaume, independent auditor, to discuss the auditor's report.

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Dot Theodore the Governing Board approved the annual independent auditor's report for the fiscal year ending June 30, 2020.

AYES: 4 (Aguilar, Campos, Chaparro, Theodore)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1 (Oquenda)

**B. Request the Governing Board to approve the Adopted Budget for the Fiscal Year 2021-2022**

Superintendent Linda Granger, shared that due to an internet outage that affected AT&T customers, staff was unable to connect to our accounting software program to complete the budget for the fiscal year 2021-2022. Superintendent Granger asked the Board to table this action item and to schedule a special Board meeting to present and vote on the budget for the fiscal year 2021-2022. The Governing Board agreed to meet on June 10, 2021 at 12:00 pm.

**C. Request the Governing Board to approve the Adoption of Resolution 15-20/21: Retirement: Deborah Maynard**

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Gabriel Chaparro the Governing Board approved the adoption of Resolution 15-20/21: Retirement: Deborah Maynard.

AYES: 4 (Aguilar, Campos, Chaparro, Theodore)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1 (Oquenda)

**D. Request the Governing Board to approve the 2021-2022 High School Student Calendar**

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Dot Theodore the Governing Board approved the 2021-2022 high school student calendar.

AYES: 4 (Aguilar, Campos, Chaparro, Theodore)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1 (Oquenda)

**E. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2021-2022 School Year**

The Eden Area ROP Governing Board meetings are held every first Thursday of the month at 5:45 pm, unless otherwise noted. The Superintendent discussed with the Board scheduling conflicts in December and June for the 2021-2022 regular Board meetings schedule. She provided several options for the Board to select from to resolve each conflict.

The Board selected the following dates to finalize the calendar of Governing Board meetings:



- Thursday, December 9, 2021 at 5:45 pm
- Thursday, June 16, 2022 at 5:45 pm

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Gabriel Chaparro the Governing Board approved adoption the calendar of Governing Board meetings for the 2021-2022 school year.

AYES: 4 (Aguilar, Campos, Chaparro, Theodore)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1 (Oquenda)

**F. Request the Governing Board to approve the Revised Job Descriptions**

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Dot Theodore the Governing Board approved the revised job descriptions.

AYES: 4 (Aguilar, Campos, Chaparro, Theodore)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1 (Oquenda)

**G. Request the Governing Board to approve the Student Support Services Technician Position and Job Description**

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee James Aguilar the Governing Board approved the Student Support Services Technician position and job description.

AYES: 4 (Aguilar, Campos, Chaparro, Theodore)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1 (Oquenda)

**H. Request the Governing Board to approve the Agreement with ESI Employee Assistance Group for Participation in their Employee Assistance Program from June 1, 2021 through May 31, 2022**

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Gabriel Chaparro the Governing Board approved the agreement with ESI Employee Assistance Group for participation in their Employee Assistance Program from June 1, 2021 through May 31, 2022.

AYES: 4 (Aguilar, Campos, Chaparro, Theodore)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1 (Oquenda)

**X. Superintendent's Report**

Superintendent Granger congratulated all the Eden Area ROP students that were selected as Eden Area ROP Students of the Year. She noted that the Board members could view the presentation via the link provided to them. She highlighted that the students showed an incredible amount of resiliency this year and that their recognition was well deserved.

Superintendent Granger updated the Board about a couple potential funding changes to the State budget for Career Technical Education (CTE). The State legislature is proposing increasing the CTE Incentive Grant's annual allocation by \$150 million. The other potential change is in the Governor's budget proposal is \$86 million for JPA ROPs to use to cover the costs of COVID related expenses and address the issues of learning loss over the 2021-2022 and 2022-2023 school years. Essentially the second change would be to correct the omission of JPA ROPs from receiving funding to cover COVID related expenses like districts and charter schools received.

#### **XI. Governing Board Reports**

Trustee Dot Theodore, Castro Valley USD representative, shared that CVUSD held in-person graduations the week prior. She was excited as a board member as well as a parent of a senior.

Trustee Gabriel Chaparro, Hayward USD representative, also shared that HUSD will also hold in-person promotions and graduations starting at the end of the week and continue into the next week.

Trustee James Aguilar, San Leandro USD representative, reported that SLUSD also had their in-person promotions and graduations.

Trustee Juan Campos, San Lorenzo USD representative, echoed that SLzUSD also is having in-person promotions and graduations. He also noted that the Board voted to approve in-person instruction for the upcoming school year.

#### **XII. Recess to Closed Session**

The meeting was called into closed session at 6:22 pm

- A. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)**  
**Agency Representative: Juan Campos**  
**Unrepresented Employee: Anthony Oum, Fiscal Services Administrator**
- B. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release**
- C. Public Employee Appointment/Employment (Pursuant Government Code section 54957): Superintendent's Contract**

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

The meeting resumed to open session at 6:53 p.m.

- A. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)**  
**Agency Representative: Juan Campos**  
**Unrepresented Employee: Anthony Oum, Fiscal Services Administrator**

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Gabriel Chaparro, the Governing Board approved the 3% pay increase for all employees for the 2021-2022 school year.

AYES: 4 (Aguilar, Campos, Chaparro, Theodore)  
NOES: 0  
ABSTAIN: 0

ABSENT: 1 (Oquenda)

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

No action was taken.

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

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee James Aguilar, the Governing Board approved the amendment to the Superintendent's Contract.

AYES: 4 (Aguilar, Campos, Chaparro, Theodore)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1 (Oquenda)

**XIV. Adjournment**

The Governing Board meeting was adjourned in memory of Christine Reddy, mother of Stacy Dixon, our Merchandising Instructional Assistant.

The meeting was adjourned at 7:00 p.m.

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

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



## Minutes of the Special Meeting of the ROP Governing Board June 10, 2021

### I. Call to Order

Juan Campos, Board President, called the meeting to order at 12:02 p.m. on Thursday, June 10, 2021. Due to COVID-19 all members and attendees attended the meeting virtually via Zoom.

### II. Roll Call

#### Eden Area ROP Governing Board Present:

Juan Campos, Board President	San Lorenzo USD
Dolly Adams, Alternate	Castro Valley USD
Gabriel Chaparro, Alternate	Hayward USD

#### Eden Area ROP Governing Board Absent:

Dot Theodore, Vice-President	Castro Valley USD
Dr. April Oquenda, Member	Hayward USD
James Aguilar, Member	San Leandro USD

Superintendent: Linda Granger, present

#### Eden Area ROP Administrators in Attendance:

Elaine Alvite	Assistant Director of Educational Services
Mercedes Henderson	Human Resources Administrator
Anthony Oum	Fiscal Services Administrator

#### Eden Area ROP Staff in Attendance:

Gabriela Juarez	Executive Assistant
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### III. Pledge of Allegiance

Anthony Oum led the Pledge of Allegiance.

### IV. Mission Statement

Elaine Alvite read the Eden Area ROP mission statement.

### V. Approval of Agenda

Trustee Gabriel Chaparro moved to approve the agenda. Trustee Dolly Adams seconded the motion. By the following vote, the agenda was approved.

AYES:	3 (Adams, Campos, Chaparro,)
NOES:	0
ABSTAIN:	0
ABSENT:	3 (Aguilar, Oquenda, Theodore)

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

None

**VII. Action Items**

**Open Public Hearing for the Eden Area ROP Adopted Budget for the 2021-2022 Fiscal Year**

Trustee Juan Campos opened the public hearing at 12:05 p.m. for the Eden Area ROP adopted budget for the 2021-2022 fiscal year to recognize the ROP funds and the use of them in 2021-2022. The Board solicited comments from the public on the budget. No one from the public responded and thus the public hearing was closed.

**Close Public Hearing**

The public hearing was closed at 12:05 p.m.

**A. Request the Governing Board to approve the Adopted Budget for the Fiscal Year 2021-2022**

Upon review of and a motion by Trustee Dolly Adams and a second by Trustee Gabriel Chaparro the Governing Board approved the adopted budget for the fiscal year 2021-2022.

AYES: 3 (Adams, Campos, Chaparro,)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 3 (Aguilar, Oquenda, Theodore)

**VIII. Adjournment**

The meeting was adjourned at 12:20 p.m.

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

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



**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Sabrina Ubhoff, Accounting Technician  
**SUBJECT:** Request the Governing Board to approve the Bill Warrants

## **CURRENT SITUATION**

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The bill warrants submitted for approval are for the period of May 14, 2021 through July 9, 2021 and include test warrant numbers and voided warrants.

## **CONSENT CALENDAR**

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**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to approve the Personnel Action Items

## **CURRENT SITUATION**

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

## **CONSENT CALENDAR**

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**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions

## **BACKGROUND**

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Education Code 35186 (d) requires the following:

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

## **CURRENT SITUATION**

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Attached is a report for the complaints and resolutions through July 1, 2021 as specified by Education Code 35186 (d).

## **CONSENT CALENDAR**

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## QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS

[Education Code 35186 (d)]

Report through: July 1, 2021

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

Quarterly Report Submission (check one) →  
Date: July 1, 2021

- ☐ January  
☐ April  
☒ July  
☐ October

Date for information to be reported publicly at the Governing Board meeting: August 5, 2021

Please check the box that applies:

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

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

Publicly reported at the Governing Board meeting on: August 5, 2021

\_\_\_\_\_  
Linda Granger, Superintendent



**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Eden Area  
ROP Organization Chart for the 2021-2022 School Year

## **BACKGROUND**

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The attached organization chart outlines the structure of the Eden Area ROP Administrative, Adult Programs, Business Services and Educational Services Departments for the 2021-2022 school year.

## **CURRENT SITUATION**

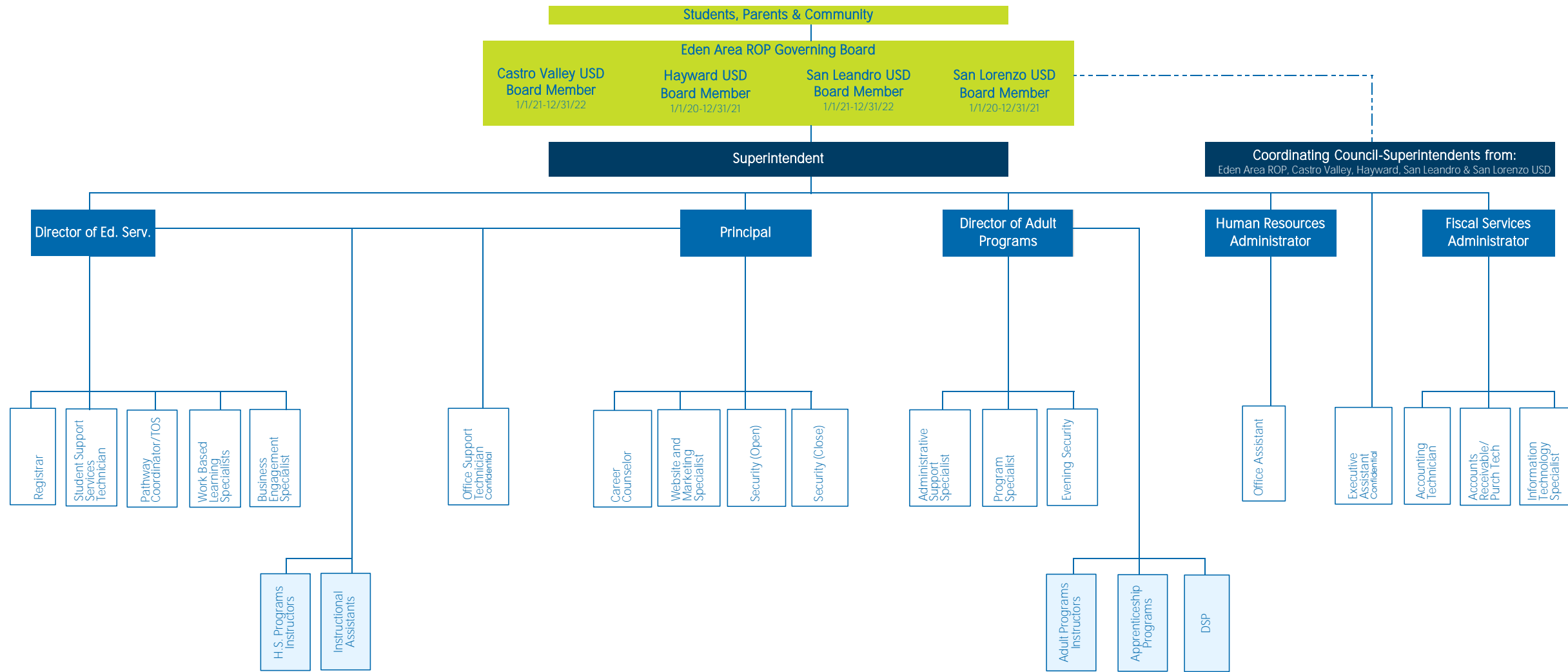
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The new chart reflects current changes to the organization.

## **CONSENT CALENDAR**

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EdenAreaROP  
Organization Chart 2021-2022





**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, 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), in Collaboration with School Services of California Inc. (SSC), for Fiscal Related Matters for the 2021-2022 School Year

## **BACKGROUND**

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The Alameda County Office of Education (ACOE), in collaboration with School Services of California Inc. (SSC), has an agreement to aid on issues of school finance, legislation, school budgeting, and general fiscal issues. Per Government Code 53060, it states that "The legislative body of any public or municipal corporation or district may contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such person is specially trained and experienced and competent to perform the special services required."

## **CURRENT SITUATION**

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The Eden Area ROP works with ACOE and SSC throughout the fiscal year. This agreement ensures the relationship continues by paying our share of the cost amongst a multitude of school districts in Alameda County.

## **CONSENT CALENDAR**

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**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal Budget Services Consortium

This is an Agreement between the **ALAMEDA COUNTY OFFICE OF EDUCATION**, hereinafter referred to as “County,” and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as “Consultant,” entered into as of July 1, 2021.

**RECITALS**

**WHEREAS**, the County needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

**WHEREAS**, the Consultant is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal policies, and an electronic copy of the *Analysis of the Governor’s Proposals for the State Budget and K-12 Education*.
  - b. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress.
  - c. Twenty-eight hours of service annually as the County directs on fiscal issues, including: analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a “quick query” service to provide telephone response to specific fiscal questions of the County.

Services for which the base service hours may not be used, include: mandate questions; County-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis; and/or an in-depth budget review; direct collective bargaining or factfinding assistance, fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.
  - d. Participation at the Consultant’s client rate at the Consultant’s school finance conferences and workshops.
2. The County agrees to pay the Consultant for services rendered under this Agreement:
  - a. \$63,300 annually, plus expenses, payable at \$5,275 per month, plus expenses upon billings from the Consultant.

- b. For all requested services in excess of 28 direct service hours as indicated in Item 1d above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
  - c. "Hours" are defined as hours of direct service to the County, as well as reasonable travel time to and from the County's site.
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.
3. The County agrees that any information received from the Consultant shall be for the use of the County and the districts in the County Consortium only and shall not be provided by the County to other districts over 500 average daily attendance (ADA). Districts under 500 ADA are eligible to receive service as deemed appropriate by the County Office (see Attachment A).
4. This Agreement shall be for the period of one year, beginning July 1, 2021, and terminating June 30, 2022. This Agreement may be terminated prior to June 30, 2022, by either party on 30 days' written notice. In the event that the County elects to terminate services at the end of the Agreement, the County shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the County provides written notice. The County is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the County shall be liable for any costs accrued to the date of cancellation.
5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the County.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

By: 

Date: 06/14/2021

Anthony Oum

Print Name

Fiscal Services Administrator

Job Title

Alameda County Office of Education

By: 

Date: May 11, 2021

John D. Gray

President/CEO

School Services of California Inc.

**ALAMEDA COUNTY OFFICE OF EDUCATION**  
**July 1, 2021**

**ATTACHMENT**

***Districts Over 500 ADA***

Alameda City USD	1
Albany City USD	2
Berkeley USD	3
Castro Valley USD	4
Dublin USD	5
Emery USD	6
Fremont USD	7
Hayward USD	8
Livermore Valley Joint USD	9
Mountain House ESD ( <i>Under 500 ADA</i> )	
New Haven USD	10
Newark USD	11
Oakland USD	12
Piedmont City USD	13
Pleasanton USD	14
San Leandro USD	15
San Lorenzo USD	16
Sunol Glen USD ( <i>Under 500 ADA</i> )	
Mission Valley ROP	17
Eden Area ROP	18
Monthly district/ROP rate (\$260 x 18):	\$4,680.00
Annual district/ROP rate:	\$56,160.00
Annual county office rate:	<u>7,140.00</u>

**Alameda COE consortium rate for 2021** **\$63,300.00**

Monthly consortium rate: \$5,275.00

**100% participation of districts over 500 ADA is required (either through consortium membership or through district direct services.) Please call the Consultant regarding any changes that might need to be made. Thank you.**

## 2021/22 School Services of California Consortium Notice to Interested School Districts & ROPs

ACOE is renewing the Consortium Contract with School Services of California. Please indicate your district's intent to participate by completing the information below.

### **INTENT TO PARTICIPATE** *(please check ONE option below)*

☒ Yes, it is the intent of the Eden Area ROP School District to participate in the School Services Consortium for the period of **July 1, 2021 through June 30, 2022**. I understand that ACOE will journal the charge to my district for the entire cost of the contract in December of current fiscal year. The cost for each participating district is **\$3,120**. *(This is an estimate based on all current participants. Should the number of entities increase or decrease, there could be a change in the cost per district.)* All districts & ROPs that wish to participate must sign this intent form, including those that have participated in the past. A district may terminate this agreement prior to June 30, 2020 with a 30-day written notice. The district shall be liable for any costs accrued up to the date of cancellation.

**OR,**

☐ No, the \_\_\_\_\_ School District does not wish to participate or, participates under its own contract with SSC.



\_\_\_\_\_  
*Signature of District CBO/designee*

06/14/2021

\_\_\_\_\_  
*Date*

Anthony Oum

\_\_\_\_\_  
*Print Name of District CBO/designee*

Please return this form via email no later than **June 15, 2021** to:  
Sylvia de la Cruz ([sdelacruz@acoe.org](mailto:sdelacruz@acoe.org))

Thank you.

**Online districts only** - please complete full Escape account code below:

FUND	OBJ	RES	GOAL	FUN	LOC	MGR	YR	OPT
010	5800	0350	0000	7300	700	20		



**Alameda County Office of Education**  
**Estimated Cost Analysis/District**  
**2021/21**

DISTRICT NAME	CONTACT	TITLE	EMAIL	OVER 500 ADA?
Alameda City USD	Shariq Khan	Chief Business Officer	skhan@alameda.k12.ca.us	Yes
Albany USD	Jackie Kim	Chief Business Officer	jakim@ausdk12.org	Yes
Berkeley USD	Pauline Follansbee	Deputy Superintendent	paulinefollansbee@berkeley.net	Yes
Castro Valley USD	Suzy Chan	Asst. Supt. Business Services	schan@cv.k12.ca.us	Yes
Dublin USD	Chris Hobbs	Asst. Supt. Business Services	hobbschris@dublinusd.org	Yes
Emery USD	Dora Siu	Chief Business Official	dora.siu@emeryusd.k12.ca.us	Yes
Fremont USD	Raul Parungao	Interim Assoc. Supt. Business Services	rparungao@fusk12.net	Yes
Hayward USD	Allan Garde	Associate Supt. Business Services	agarde@husd.k12.ca.us	Yes
Livermore Valley	Susan Kinder	Chief Business Official	skinder@lvusd.k12.ca.us	Yes
New Haven USD	Annette Heldman	Chief Business Official	aheldman@nhusd.k12.ca.us	Yes
Newark USD	Marie dela Cruz	Chief Business Official	mdelacruz@newarkunified.org	Yes
Oakland USD	Lisa Grant-Dawson	Chief Business Officer	lisa.grantdawson@ousd.org	Yes
Piedmont USD	Ruth Alahydoian	Chief Financial Officer	ralahydoian@piedmont.k12.ca.us	Yes
Pleasanton USD	Ahmad Sheikholeslami	Asst. Supt. Business Services	asheikholeslami@pleasantonusd.net	Yes
San Leandro USD	Kevin Collins	Asst. Supt. Business & Operations	kcollins@slusd.us	Yes
San Lorenzo USD	Madeline Gabel	Asst. Supt. Business Services	mgabel@slusd.org	Yes
Eden Area ROP	Anthony Oum	Fiscal Services Administrator	aoum@edenrop.org	Yes
Mission Valley ROP	Bryan Wakefield	Director of Business Services	bwakefield@mvrop.org	Yes
			<b>Total Over 500 ADA</b>	<b>18</b>
Alameda COE	Shirene Moreira	Interim Chief of District Bus. & Advisory	smoreira@acoe.org	1 COE
Mtn. House ESD	Shailesh Regmi	Director II District Business Services	sregmi@acoe.org	Incl. under 500 ADA
Sunol Glen USD	Molleen Barnes	Superintendent	mbarnes@sunol.k12.ca.us	Incl. under 500 ADA

Yearly District/ROP Rate = \$3,120/year x 18 districts = \$56,160 <sup>(a)</sup>

Annual COE Rate (includes districts under 500 ADA) = \$7,140 <sup>(b)</sup>

**Total Annual Consortium Rate for 2021/21 = \$63,300 <sup>(c)</sup> or \$5,275.00 monthly** (does not include add'l phone/fax charges)

*Contacts updated 5/21/2021*



**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with Atkinson, Andelson, Loya, Ruud and Romo (AALRR) for Legal Services for the 2021-2022 School Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

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The attached is a copy of the Attorney Representation Agreement between Atkinson, Andelson, Loya, Ruud and Romo and the Eden Area ROP through June 30, 2022.

## **CONSENT CALENDAR**

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## **AGREEMENT FOR SPECIAL SERVICES**

### **I. PARTIES**

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

### **II. PURPOSE**

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

### **III. TERMS AND CONDITIONS**

#### **A. Fees for Services**

##### **1. Standard Hourly Rate Services**

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

Senior Partners	\$330.00
Partners/Senior Counsel	\$305.00
Senior Associates	\$295.00
Associates	\$285.00
Non-Legal Consultants	\$250.00
Senior Paralegals/Law Clerks	\$215.00
Paralegals/Legal Assistants	\$205.00

##### **2. Fixed Fee Services**

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

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

A two hour training \$3,000

A one hour training \$2,000

3. Fee Arrangements for Specialized Legal Services

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

4. Costs and Expenses

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

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

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

B. Billing Practices

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

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

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

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

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

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

6. After the conclusion of a particular engagement (e.g. an investigation) should a need arise for the Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of that engagement, the District shall compensate the Firm at its then applicable rates for time expended, including all required preparation time.

#### C. Termination of Representation on a Particular Matter

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

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

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

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

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

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

D. Consent to Joint Representation

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

E. Client Cooperation

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

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

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

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

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

G. Consent to Law Firm Communication

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

H. Identification of Insurance Coverage

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

I. Miscellaneous

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

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

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

**IV. BINDING ARBITRATION**

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, breach of fiduciary duty, misrepresentation, or conflict of interest, such dispute shall be resolved by confidential and binding arbitration upon the written request of one party after service of that request on the other party.

There are significant advantages and disadvantages of binding arbitration. The parties shall agree on an arbitrator with special skills and experience to hear and determine the dispute

unlike in a court proceeding where a judge is assigned. If the parties cannot agree, then the Superior Court of Los Angeles County shall choose an impartial arbitrator whose decision shall be final and conclusive on all matters.

The parties shall each have the right of discovery in accordance with Code of Civil Procedure Section 1283. Arbitrations conducted pursuant to this agreement permit the same discovery rights as in a court proceeding. Each party shall bear their own costs and attorney fees, including payments to the arbitrator which can be significantly more costly than the filing fee in Court proceedings where costs may be awarded to the prevailing party. Each party to this agreement waives and therefore gives up important constitutional rights in arbitration as the arbitrator's decision is final. There is no right to appeal to challenge any errors made in the arbitration proceeding. Unlike court proceedings, arbitration proceedings are conducted privately and the outcome will remain confidential. There is no right to a trial by a judge or jury of one's peers. There is no limitation on the type of monetary damage that can be awarded by the arbitrator. The client is advised that the client has the right to have an independent lawyer of client's choice review this arbitration provision.

#### **V. DURATION**


This Agreement shall commence July 1, 2021 and terminate on June 30, 2022 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the ROP up to a maximum of five (5) years duration per Education Code section 17596.

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

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD &  
ROMO

Dated: May 31, 2021

By:   
Todd A. Goluba

"ROP"

EDEN AREA ROP

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Linda Granger, Superintendent





**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the Agreement with the California School Boards Association (CSBA) for GAMUT Services for the 2021-2022 School Year

## **BACKGROUND**

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Each year, the Eden Area ROP contracts with the California School Boards Association (CSBA) to ensure that we are compliant with current educational code through their GAMUT Policy and GAMUT Policy Plus services. These services will enable Eden Area ROP to update and track changes to Governing Board policies as they occur throughout the year.

GAMUT Policy features include policy management, legal references, policy history and advanced search. GAMUT Policy Plus hosts and updates district/COE policies online, including ongoing policy consulting and gives the option to edit and post adopted policies directly, or submit drafts to, CSBA for review and consultation.

## **CURRENT SITUATION**

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The attached is the agreement renewal with CSBA, effective July 1, 2021 through June 30, 2022.

## **CONSENT CALENDAR**

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## **CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT**

This Agreement is entered by and between the California School Boards Association (“CSBA”) and Eden Area ROP of Hayward, California (“Subscriber”) for the use of CSBA’s GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date”) upon the execution and delivery hereof by the parties hereto.

**1. Term and Renewal.** CSBA shall provide the services described in this Agreement on an annual basis from July 1<sup>st</sup> to June 30<sup>th</sup>. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30<sup>th</sup> of the same year (such initial term referred to in this Agreement as the “Initial Term”). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR AN ADDITIONAL ONE (1) YEAR TERM FROM JULY 1<sup>st</sup> to JUNE 30<sup>th</sup> (referred to in this Agreement as a “Renewal Term”) UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

**2. Grant of License.** Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at <https://simbli.eboardsolutions.com/termsofservice.pdf> and <https://eboardsolutions.com/privacy-statement/>, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the “Service”) through the website provided by CSBA (the “Site”). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

**3. Fees.** For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber’s receipt of an invoice from CSBA.

**4. User Accounts.** Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Third party user access is prohibited. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

**5. Training and Technical Support.** All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, when applicable, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber’s facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.

**6. Proprietary Rights.** Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site are confidential and constitute trade

## **CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT**

secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service but acknowledges and agrees that it holds no proprietary rights related to the Service or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

- (a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;
- (b) Circumvent any user limits or other timing, use or functionality restrictions built into the Services;
- (c) Remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services);
- (d) Frame or mirror any content forming part of the Services; or
- (e) Access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

**7. Data and Records.** CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT SERVICE AGREEMENT**

**8. Warranty.** CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

**9. Limit of Liability.** IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

**10. Termination.** This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

**11. Compliance with Laws.** Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

**12. Indemnification and Duty to Defend.** Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

**13. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT SERVICE AGREEMENT**

**14. Modification.** The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

**15. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**16. Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

**California School Boards Association**



\_\_\_\_\_  
Elaine Yama-Garcia, Esq.  
Assistant Executive Director  
Policy & Governance Technology Services

\_\_\_\_\_  
6/2/2021  
Date

**Eden Area ROP**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Anthony Oum  
Printed Name

\_\_\_\_\_  
Fiscal Services Administrator  
Title

\_\_\_\_\_  
08/05/2021  
Date

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT SERVICE AGREEMENT**

**ATTACHMENT A**

Subscriber is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

Module	Annual Fee
GAMUT Policy	\$155 (Existing Service)
GAMUT Policy Plus	\$2,080 (Existing Service)
GAMUT Meetings	Currently not subscribed

**GAMUT Policy** provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources.<sup>1</sup> The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include an individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provided upon execution of this Agreement.

**GAMUT Policy Plus** provides subscribers access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual and any updates to the CSBA Sample Policy Manual. Such consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Such review is not intended to be and is not a substitute for advice from legal counsel. Consultation does not include drafting original policy language for the Subscriber. CSBA controls the "codification" of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

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<sup>1</sup> CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. Subscriber is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT SERVICE AGREEMENT**

2. Training and Set Up Fees. Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

Site Set Up Fee <sup>2</sup>	N/A
On Site Training Fee <sup>3</sup>	N/A

**California School Boards Association**



\_\_\_\_\_  
Elaine Yama-Garcia, Esq.  
Assistant Executive Director  
Policy & Governance Technology Services

6/2/2021  
\_\_\_\_\_  
Date

**Eden Area ROP**



\_\_\_\_\_  
Signature

Anthony Oum

\_\_\_\_\_  
Printed Name

Fiscal Services Administrator

\_\_\_\_\_  
Title

08/05/2021

\_\_\_\_\_  
Date

<sup>2</sup> Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

<sup>3</sup> On Site Training fees do not include the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.



**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the Agreement with Del Conte's Landscaping, Inc. for Landscaping Services for the 2021 - 2022 School Year

## **BACKGROUND**

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Each year, Eden Area ROP contracts with Del Conte's Landscaping, Inc. to provide landscaping services.

## **CURRENT SITUATION**

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The attached is the agreement renewal with Del Conte's Landscaping, Inc., effective July 1, 2021 through June 30, 2022.

## **CONSENT CALENDAR**

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41900 Boscell Rd, Fremont, CA 94538 (510)353-6030 (510)353-6636 (f) • Cont. # 672485  
www.dclandscaping.com

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT FOR**  
**EDEN AREA R.O.P. ("Client")**

This is an agreement for landscape maintenance services ("Agreement") between the above-named Client and Del Conte's Landscaping, Inc. with principal place of business at 41900 Boscell Road, Fremont, California 94538, CSLB: 672485 ("Contractor").

**A. SUBJECT PROPERTY**

Eden Area R.O.P.  
26316 Hesperian Blvd. Hayward,  
Ca 94545

\_\_\_\_\_  
("Job Site")

**I. Main Office Address**

Eden Area R.O.P  
Attn: Anthony Oum  
26316 Hesperian Blvd.  
Hayward, Ca 94545

\_\_\_\_\_  
("Main Office")  
\_\_\_\_\_

  
DCL Initial



\_\_\_\_\_  
Client Initial

## B. SCOPE OF SERVICES

### 1. Lawn Care

- i. **Mowing Frequency:** Lawns at the Job Site will be mowed at the following frequency:
  1. April 1 - October 30: Lawns will be mowed weekly to ensure uniform height and a neat appearance.
  2. November 1 - March 31: Lawns will be mowed only as reasonably needed to ensure uniform height and neat appearance
- ii. **Mowing Process:** Contractor uses a mulching lawn-mowing process, eliminating the need to remove grass clippings, while enhancing lawn health and improving water retention. Mowing shall not remove more than one and one-half inches (1 1/2") of the above ground grass.
- iii. **Trimming and Edging:** Turf shall be trimmed next to walks, header-boards, around plants, around drains, utility boxes, tree wells, and adjacent to fences and buildings on a regular basis to ensure containment and a neat appearance.
- iv. **Weed Control:** A weed removal and control program, which will ultimately lead to control of crabgrass and broad-leaved herbaceous weeds, shall be employed with the use of proper water management and select herbicides.
- v. **Fertilization:** Fertilization will be scheduled on a regular basis as necessary to keep the lawn in a healthy, green, and vigorous condition. Contractor will fertilize to the limited extent of reasonable sustenance of plant health. Any and all soil tests performed by Contractor shall be charged to Client.

### 2. Shrubbery and Groundcover

- i. **Routine Pruning:** A regular pruning routine will be followed for all "Formal" trimmed shrubs or hedges. "Informal" shrubs or hedges will be trimmed as needed to maintain neat appearance, balanced growth habit and to prevent encroachment on walks, driveways, buildings, and windows. "Formal" and "Informal" hedges are defined per industry standard in the State of California.
- ii. **Shrub Wells:** Contractor will trim around shrubs and perennials as needed to prevent over-run by ground cover. Shrubs shall be kept free of vines at all times.

- iii. **Routine Edging:** Edging of groundcover will be as needed to prevent encroachment on lawn areas, pavement areas, and buildings. Generally, groundcover and plant material will be trimmed 6"-10" inside containment to allow space for fresh growth.
- iv. **Weed Control:** Shrub beds will be maintained weed-free, as needed, using appropriate chemicals and manual weeding on a weekly basis. Chemicals will be in compliance with DPR Regulations for the State of California.
- v. **Fertilization:** Fertilization will take place on a regular basis during the growing season, recognizing the variable growing needs of differing plant material soil temperature. Schedule of program to be adjusted seasonally. Fertilization application shall be coordinated with operation of the automatic irrigation system to assure watering the day of application. Contractor will fertilize to the limited extent of reasonable sustenance of plant health. Contractor shall not modify and/or change the pH level of the soil and/or modify in any way the nutrient levels of the soil. Any and all soil tests performed by Contractor shall be charged to Client.

3. Trees

- i. **Routine Pruning:** Contractor will prune trees regularly to remove sucker growth, and as needed to maintain clearance from structures and eight-foot clearance above walkways and twelve-foot clearance above roads. Trees shall be kept free of vines at all times.
- ii. **Tree Stakes:** For trees less than fifteen feet in height, stakes, ties and guides will receive periodic checks and adjustments to ensure they are functioning properly, and/or removed when they are no longer required to support any individual tree. Damaged or broken stakes and ties will be replaced (as necessary) and billed as an extra.
- iii. **Pest Control:** Contractor may monitor the general well-being, such as insect/disease infestation, vehicle damage and general condition of these trees and advise when service or treatment is recommended.
- iv. **Fertilization.** Contractor will fertilize to the limited extent of reasonable sustenance of plant health. Contractor shall not modify and/or change the pH level of the soil and/or modify in any way the nutrient levels of the soil. Any and all soil tests performed by Contractor shall be charged to Client.
- v. **Tree Exceptions:** Trimming trees in excess of 15 ft. in height or 6 inches diameter shall not be part of this Agreement.

4. General Care



DCL Initial




Client Initial



- i. Contractor will maintain a weed-controlled environment through cultivation, spraying, pulling, etc. of all landscape common areas on site, including parking area perimeters and paving joints. Contractor will spray all plant material (excluding trees above 15 feet in height or 6 inches in diameter) as needed with fungicides, insecticides and other appropriate solutions to control diseases and pests (anything detrimental to the general health) of the landscape plant material, excluding vertebrate pests.
- ii. Contractor will remove general litter, debris, and yard waste from landscape at completion of every service visit. This does not include large deposits or piles of disposal which shall be removed at additional charge to client. Available details for client to potentially subrogate will be provided to client. All debris resulting from any/all landscape work by Contractor shall be removed before leaving the Job Site.
- iii. During November through March, leaves will be raked during the normal service visits to regularly achieve a neat appearance.
- iv. This Agreement does not include control of vertebrate pests, which are considered an extraordinary condition. Contractor will monitor for damage from vertebrate pests and advise when service or treatment is recommended.
- v. Hand watering of pots and non-irrigated areas are expressly excluded from this Agreement.
- vi. The warranty for newly installed plants is 90 days if we are under a service contract and currently maintaining the property.

  
DCL Initial


  
Client Initial

5. Irrigation

- i. **General:** Contractor will comply with mandated water restrictions. Regulate automatic sprinkler systems (including drip systems) to optimize plant health, aesthetics, and water cost control, within limitation of system hardware and client-defined priorities. Routine inspections of irrigation systems shall be completed to report any breaks, recommended replacements and to adjust sprinkler heads for maximum coverage.
- ii. **Watering Schedule:** Contractor will maintain dynamic ET-Based (Evapo-Transpiration) irrigation timer schedules for each month of the watering season. Ten-year data averages from C.I.M.I.S. (California Irrigation Management Information System) will be utilized to establish monthly Programs. Additional programming will be implemented as needed to compensate for extreme weather fluctuations. While this information is maintained and implemented for the benefit of our clients, it is proprietary to Contractor.
- iii. **Remote-Control Harness:** If required a remote-control harness will be installed on all irrigation timers to facilitate Contractor's remote-control irrigation inspection device during the term of this contract. The harness will be removed, and the system returned to original its original condition, upon cancellation of contract by either party. There is no cost-to-client associated with installation or removal of the wire harness.
- iv. **Site-Maps:** Contractor will maintain detailed site maps including, but not limited to, the following: timer locations; backflow locations; water meter locations; station zoning; crop type; application hardware; water meter service areas. While this information is maintained for the benefit of servicing the property, the development of such information is done at no charge and it is the proprietary work product of Contractor. All such information is available for client viewing at our office in Fremont, but is subject to Contractor's copyright and other intellectual property rights.
- v. **Maintenance Repairs:** Labor and materials required for repairs associated with the maintenance of the sprinkler system shall be billed as an extra. Typically, maintenance repairs are the result of malfunctions found during system checks (performed three (3) to four (4) times per year), or work order requests originating from client entities and Contractor site management staff.



DCL Initial



Client Initial

### IRRIGATION REPAIR PRE-AUTHORIZATION

This Pre-Authorization will enable existing minor irrigation repairs to be completed during the Routine - Maintenance system inspection. This authorization will prevent damage to landscape and waste of water which could occur without immediate repair of your irrigation system.

**Please initial one of the following options** to indicate a desired course of action during the performance of routine maintenance repairs to the irrigation system:

<i>Initial here:</i>	To authorize Contractor to proceed with repairs with the Pre-Authorized Limit of:	\$500.00
<i>Initial here:</i>	To authorize Contractor to proceed with repairs at an alternative amount from above, as follows:	(Please fill in below.)
<i>Initial here:</i> <i>Ap.</i>	If Contractor must submit a written proposal and wait for subsequent approval from Client prior to repairing broken irrigation parts.	

- vi. **Non-Routine Maintenance Repairs:** Non-routine maintenance irrigation repairs and consulting shall be billed on a labor time plus materials ("T&M") basis: When the cost of T&M repair exceeds clients-defined pre-authorized limits as set forth in Section v above, a proposal will be submitted for authorization prior to commencement of work. By default, mainline repair, valve replacement, timer replacement, wire tracking, and other items requiring significant use of billable labor will be submitted for approval by authorized agent prior to commencement. Upgrades, which by definition are optional enhancements to the systems, will always be submitted for written approval prior to commencement. Non-emergency labor rate is currently \$/65.00 hour.
- vii. **Emergency Irrigation Repairs:** Irrigation is the life blood of landscapes in California during much of the year. In such event that non-routine irrigation repairs ordinarily submitted for written authorization are needed immediately in order to avoid damage to the landscape, Contractor will make every reasonable effort to contact authorized agent for approval, which shall be by telephone and e-mail, to proceed (i.e. rupture of mainline



DCL Initial



Client Initial

has rendered irrigation inoperative, the landscape is already dry, and plant material will be significantly damaged and/or lost if water is not restored immediately).

**EXIGENT CIRCUMSTANCE CONSENT**

In the event that an emergency irrigation repair is needed and after reasonable efforts, Contractor is unable to contact Client, this authorization will prevent damage to landscape and will authorize Contractor to take reasonable action in response to the emergency irrigation repair.

Please initial one of the following options to indicate a desired course of action in such event that attempts to contact authorized agent proves unsuccessful:

*Initial here:*

\_\_\_\_\_

To authorize Contractor to proceed with repairs and other billable action deemed necessary to avert damage to landscape that would otherwise occur without prompt restoration of irrigation system. Within constraints of situation, the most efficient technique available will be employed to minimize labor and material costs involved.

*Initial here:*

*Ap.*

\_\_\_\_\_

If you prefer that Contractor wait for availability and subsequent approval from an authorized agent of Client. Note that if this term is selected that Contractor shall be obligated to take no action despite the exigent circumstance, and Client understands that this could result in damage to the landscape.

6. Miscellaneous

- i. Contractor shall provide all equipment, tools, labor, and materials required to accomplish the Scope of Work outlined by this Agreement, unless otherwise indicated.
- ii. Response to emergency calls during non-production hours will be billed at a charge of \$225.00 for the first hour. Any additional time over 1 hour will

  
DCL Initial

  
Client Initial





- be billed as T&M at the applicable overtime rate. Production hours are 7:00 a.m. - 3:30 p.m., Monday through Friday, excluding holidays.
- iii. Account Manager to attend monthly walk-through with board and/or manager, as requested.
  - iv. Contractor agrees to respond to all work or service orders within one week or as arranged, except emergencies which are to be attended to as soon as commercially reasonably possible.
  - v. Four (4) sets of keys to applicable property gates, necessary access boxes, etc., must be supplied to Contractor prior to beginning of service period.

  
DCL Initial

  
Client Initial  
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### C. PAYMENT TERMS

1. Base monthly fee for maintenance service as outlined above, for existing landscape, excluding option addendum(s):

**\$1,646.00**

("Base Monthly Maintenance Service Fee")

2. Payment to be received before the first day of month following the month of service.
3. Invoice must be paid within 30 days of the invoice date.
4. Client's billing address is as follows:

Eden Area R.O.P  
Attn: Anthony Oum  
26316 Hesperian Blvd.  
Hayward, CA 94545

### D. TERM AND TERMINATION

1. **Effective Date:** The effective commencement date of this Agreement shall be as follows:

**July 1, 2021**

("Effective Date")

2. **Term:** This Agreement shall endure for a term of one (1) year and shall be automatically renewed for the next year with a cost of living adjustment applied to the contract pricing at each contract anniversary. The pricing adjustment shall be equal to the Annual Adjustment of the CPI Index for the SF Bay Area, if not otherwise terminated.
3. **Termination:** To terminate this Agreement, either party can serve a 30-day written notice to the other.



DCL Initial



Client Initial  
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#### E. DEFAULT & COLLECTIONS

1. In the event of default of payment by Client, after 60 days of non-payment past the date payment was due, a penalty fee of 15% shall incur on the balance owed. In the event Contractor shall pursue collections against Client, Client shall be liable for collection fees, court costs, expenses, reasonable attorney's fees, and all incidental and consequential damages arising from the default.

#### F. GENERAL INDEMNIFICATION

1. Client hereby agrees to indemnify and hold harmless Contractor against loss or threatened loss or expense by reason of the liability or potential liability of Contractor for or arising out of any claims for damages, including payment and compensation for reasonably-incurred attorney's fees and other related professional fees.
2. Contractor shall not be held liable for damage caused by irrigation malfunctions that Contractor was not aware of and/or did not cause.
3. Contractor shall not be held liable for structural or landscape damage associated with written directives from an authorized agent from Client when such directives are contrary to Contractor's professional recommendation.

#### G. CONTRACT TERMS

1. **No Waiver or Cumulative Remedies.** No failure or delay on the part of any undersigned party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
2. **Inurement.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
3. **Merger and Integration.** This Agreement and the schedules attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by the undersigned parties.
4. **Force Majeure.** In the event of unforeseen disasters, events, or conditions that the parties were not able to contemplate at the execution of this Agreement, such as sabotage, riots, terrorism, political or governmental complications, market



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Client Initial  
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conditions, or natural occurrences such as hurricanes, floods, earthquakes, etc. or other Acts of God, either party may cite force majeure as a cause to terminate the Agreement effective immediately.

5. **Severability.** If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
6. **Descriptive Headings.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of terms contained herein. Unless the context of this Agreement otherwise requires, references to "hereof," "herein," "hereby," "hereunder" and similar terms shall refer to this entire Agreement.
7. **Authority and Authorization.** The undersigned parties hereby represent and warrant that he or she has been duly authorized by its corporate entity or principal to enter into this Agreement and to bind that corporate entity or principal to the terms hereof.

IN WITNESS WHEREOF, the undersigned parties cause this Agreement to be duly signed and executed this 5th day of the month of August and year 2021 in the City of Hayward State of California


CONTRACTOR:	
X	

Company:	Del Conte's Landscaping, Inc.
Signor's Name:	Jason Smith
Position/Title:	V. P. of Maintenance & Irrigation Dept.
Date Signed:	4/1/21
Location:	41900 Boscell Common Fremont, CA 94538

CLIENT:	
X	

Company:	Eden Area ROP
Signor's Name:	Anthony Oum
Position/Title:	Fiscal Services Administrator
Date Signed:	08/05/2021
Location:	Hayward, California

  
DCL Initial

  
Client Initial  
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**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with Evan Goldberg for Consulting Services for the 2021-2022 School Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

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Significant funding opportunities for CTE via competitive grants and an emphasis on work-based learning services continue to be a priority for our ROP center and partner districts. Evan's expertise is a valuable resource for the organization this year.

The attached is a copy of the agreement between Evan Goldberg and the Eden Area ROP to provide consulting services for the 2021-2022 School Year.

## **CONSENT CALENDAR**

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## AGREEMENT FOR SERVICE

**THIS AGREEMENT FOR SERVICE** (this "Agreement")  
for the 2021-2022 school year

BETWEEN

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

### OF THE FIRST PART

-AND-

Evan Goldberg  
(the "Service Provider")

### OF THE SECOND PART

#### **BACKGROUND:**

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

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

#### **Services Provided**

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
  - Shape the advisor relationships upon a high level of professional ethics, appropriate confidentiality, competence and trust
  - Provide extensive, contextualized one-on-one support to members of Educational Services Department
  - Provide unlimited phone and email contact to address any specific issues or concerns
  - Provide support in writing grants on behalf of the organization
  - Provide training to ensure smooth transition in management of existing grant programs

#### **Term of Agreement**

2. The term of this Agreement will begin as needed throughout the 2021-2022 school year, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

### **Performance**

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

### **Compensation**

4. The service provider will be paid \$125 per hour worked for a maximum of 800 hours. Days worked will be mutually agreed upon by both parties.
5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

### **Confidentiality**

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

### **Non-Competition**

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

### **Ownership of Materials**

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

### **Return of Property**

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

### **Assignment**

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

### **Capacity/Independent Contractor**

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

### **Modification of Agreement**

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

### **Notice**

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

- a. Eden Area ROP  
26316 Hesperian Blvd., Hayward, California, 94545  
Fax Number: 510-293-8325
- b. Evan Goldberg  
32772 Shaver Lake Street, Fremont, CA 94555

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

### **Costs and Legal Expenses**

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

### **Time of the Essence**

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

### **Entire Agreement**

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

### **Limitation of Liability**

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

### **Indemnification**

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

### **Inurement**

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

### **Titles/Headings**

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

### **Gender**

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



### **Governing Law**

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

### **Severability**

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

### **Waiver**

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

### **Additional Provisions**

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

\_\_\_\_\_  
Evan Goldberg

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the Agreement with the Fresno County Office of Education (FCOE) for Direct Support Professional Training for the 2021-2022 School Year

## **BACKGROUND**

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Since 1998, the Department of Developmental Services (DDS) has partnered with the California Department of Education (CDE) to implement the Direct Support Professional Training (DSPT) program through 35 participating Regional Occupational Centers and Programs (ROCPs). 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**

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The State consolidated the administration of the DSPT program to 4 ROPs as regions throughout the state. The ROP serving our area for the purposes of this program is the Fresno County ROP. The Fresno County Office of Education (FCOE) would like to continue contracting with the Eden Area ROP to provide services within our area.

## **CONSENT CALENDAR**

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**COOPERATION AND SHARED RESPONSIBILITY AGREEMENT**  
**("Agreement")**

Legal Doc. No. of this signed Agreement (***Legal use only***): \_\_\_\_\_

**COVER**

Program/Event: **Direct Support Professional Training (DSPT)**

<b>AGENCY</b>	
Eden Area Regional Occupational Program (ROP) ( <b>"Agency"</b> ) Attn: Craig Lang, Director of Adult Programs 26316 Hesperian Boulevard Hayward, CA 94545 Phone: (510) 293-2905      Email: clang@edenrop.org	
<b>FCSS</b>	
Fresno County Superintendent of Schools ( <b>"FCSS"</b> ) Attn: Janet Sloan, Executive Director Dept.: Career Technical Education / Regional Occupational Program Fresno County Office of Education 1318 E. Shaw Avenue, Suite 420 Fresno, CA 93710 Phone: 559) 497-3850      Email: jsloan@fcoe.org	<b>ADDRESS FOR INVOICE:</b> All invoices, if any, to FCSS shall be addressed to the attention of Internal Business Services - Accounts Payable, Fresno County Office of Education, 1111 Van Ness Ave, Fresno, CA 93721
<b>CONTRACT TERM (see § 3.1)</b>	<b>TERMINATION DURING CONTRACT TERM (see § 3.2)</b>
<b>"Effective Date":</b> July 1, 2021 <b>"Termination Date":</b> June 30, 2022	Ground for Termination ( <b><i>mark one</i></b> ): <input type="checkbox"/> With cause <input checked="" type="checkbox"/> With or without cause <b>"Notice Period":</b> At least 30 days before the effective date of termination of this Agreement

AGENCY OBLIGATIONS. Agency's obligations under this Agreement (collectively "**Services**") include those required of Agency in the General Terms and Conditions, any shared obligations stated below, and the following:

1. *What Services will Agency provide:* Agency shall adhere to the rules and regulations stipulated in the Direct Support Professional Training (DSPT) Procedure Manual issued by the California Department of Education (CDE), Department of Developmental Services (DDS) to implement an effective DSPT program in the East Bay Regional Center Catchment area. Agency shall:

1. Provide FCSS with a 2021-22 DSPT Training and Challenge Test schedule to meet the needs of Community Care Facility DSPs within the East Bay Regional Center Catchment area at least six (6) weeks prior to the start of session. Testing and training schedules shall include the name of the trainer/proctor, date, time, location, and room capacity of each session;
2. Provide certified DSPT trainers and proctors in accordance with State DSPT certification standards and requirements;
3. Provide the necessary and appropriate facilities to conduct DSPT Trainings and Challenge Tests as indicated in the submitted 2021-22 DSPT Training and Challenge Test schedules;
4. Conduct DSPT Trainings and Challenge Tests according to the scheduled testing and training sessions, utilizing only DDS approved testing and training materials;
5. Participate in DSPT State mandated trainings;
6. Participate in regional DSPT advisory meetings;
7. Provide DSPT program training materials (bubble packs, med containers, timers, clipboards, paper towels, etc.).

2. *When will Agency provide the Services (mark one and complete as indicated):*

- ☐ *Date Determined* – Agency will perform the Services on (*state specific date(s)*): The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.
- ☒ *Date to be Determined* – The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, which date(s) shall be within the Contract Term.

3. *Where will Agency provide the Services (state full address):* 26316 Hesperian Blvd., Hayward, CA 94545  
The Parties' staff may mutually change the location if there is no change in the Contract Amount.

4. *Full name of Agency staff who must perform the Services (leave blank if none designated):*

FCSS OBLIGATIONS. FCSS' obligations under this Agreement (collectively "**Services**") include those required of FCSS in the General Terms and Conditions, any shared obligations stated below, and the following:

1. *What Services will FCSS provide:* FCSS shall adhere to the rules and regulations stipulated in the Direct Support Professional Training (DSPT) Procedure Manual issued by the California Department of Education (CDE), Department of Developmental Services (DDS) to administer an effective DSPT program in the East Bay Regional Center Catchment area. FCSS shall:

1. Facilitate regional DSPT advisory meetings;
2. Conduct annual evaluations of the DSPT program according to the methods developed by DDS and described in the DSPT Procedure Manual;
3. Assure that eDSPT (online registration and certification system) has current information on trainers, training and testing schedules, and training locations;
4. Participate in periodic evaluations of the DSPT program as directed by DDS.

2. *When will FCSS provide the Services (mark one and complete as indicated):*

☐ *Date Determined* – FCSS will perform the Services on (*state specific date(s)*): The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.

☒ *Date to be Determined* – The Parties' staff will coordinate and schedule the particular date(s) on which FCSS shall perform the Services, which date(s) shall be within the Contract Term.

3. *Where will FCSS provide the Services (state full address):* 1318 E. Shaw Avenue, Suite 420, Fresno, CA 93710 The Parties' staff may mutually change the location if there is no change in the Contract Amount.

4. *Full name of FCSS staff who must perform the Services (leave blank if none designated):*

SHARED OBLIGATIONS. The Parties shall each be responsible for the following obligations (*leave blank if none*):

RECITALS/OTHER TERMS AND CONDITIONS (*leave blank if none*):

**CONTRACT AMOUNT AND PAYMENT SCHEDULE** (mark each that applies and complete as indicated):

- ☐ NO PAYMENT. No monetary payment shall be made by or to either Party under this Agreement.
- ☐ PAYMENT TO FCSS. Agency (also refer to as **"Payor"**) shall pay FCSS (also refer to as **"Payee"**) pursuant to the following and the Pay Schedule stated below (mark one and complete as indicated):
- ☐ 1. *Fixed Installment*: \$\_\_\_\_\_ per month/quarter/year, the sum of all payments shall equal the **"Contract Amount"** of \$\_\_\_\_\_. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
  - ☐ 2. *Rate/Not-To-Exceed Contract Amount*: Services that FCSS performs in accordance with this Agreement, to be billed at \$\_\_\_\_\_ per hour in 15 minute increments OR pursuant to the rates set forth in Exhibit 1 and the sum of which shall not exceed the **"Contract Amount"** of \$\_\_\_\_\_. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
  - ☐ 3. *Entire Contract Amount/Completion Of All Services*: Entire **"Contract Amount"** of \$\_\_\_\_\_. FCSS shall submit the invoice to Agency within 30 days of the date on which FCSS completed all Services in accordance with this Agreement.
  - ☐ 4. *Other/Specified Amount, Paid Periodically*: The **"Contract Amount"** of \$\_\_\_\_\_. FCSS shall submit each invoice to Agency within 30 days of the date on which FCSS has completed, in accordance with this Agreement, the Services for which FCSS requests payment.
- ☒ PAYMENT TO AGENCY. FCSS (also refer to as **"Payor"**) shall pay Agency (also refer to as **"Payee"**) pursuant to the following and the Payment Schedule stated below (mark one and complete as indicated):
- ☐ 1. *Fixed Installment*: \$\_\_\_\_\_ per month/quarter/year, the sum of all payments shall equal the **"Contract Amount"** of \$\_\_\_\_\_. Agency shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
  - ☒ 2. *Rate/Not-To-Exceed Contract Amount*: Services that Agency performs in accordance with this Agreement, to be billed at \$50 per DSPT Challenge Test and \$200 per student completing DSPT Training and the sum of which shall not exceed the **"Contract Amount"** of \$300,000.00. Agency shall submit each invoice to FCSS by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
  - ☐ 3. *Entire Contract Amount/Completion Of All Services*: Entire **"Contract Amount"** of \$\_\_\_\_\_. Agency shall submit the invoice to FCSS within 30 days of the date on which Agency completed all Services in accordance with this Agreement.
  - ☐ 4. *Other/Specified Amount, Paid Periodically*: The **"Contract Amount"** of \$\_\_\_\_\_. Agency shall submit each invoice to FCSS within 30 days of the date on which Agency has completed, in accordance with this Agreement, the Services for which Agency requests payment.
- ☐ OTHER (leave blank if none):

**Invoice and "Payment Schedule"**: Each invoice shall comply with Section 2.2 and must be received and approved by Payor before Payee may receive any payment under this Agreement. If 1, 2, or 4 is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, the Services required of Payee for the period for which Payee requests payment. If 3 is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, all Services required of Payee.

REQUIRED DOCUMENTS. Each document that is marked as required (“**Required Document**”) shall be provided in accordance with the following:

- ☒ 1. *Payment Document*. At Payor's request, Payee shall provide a Taxpayer Identification Number Request (W-9) and other documents that Payor may require to process payment to Payee. (See § 1.4.1).
- ☒ 2. *Proof of Insurance*. Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability. (See Art. 4.)
- ☐ 3. *Fingerprinting Certification From Agency*. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Fingerprinting and Criminal Background Check Certification (“**Fingerprinting Certification**”) before Agency commences performance of this Agreement, which form must be obtained from FCSS.
- ☐ 4. *TB Certification From Agency*. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Tuberculosis Certification before Agency commences performance of this Agreement, which form must be obtained from FCSS.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a “**Party**” and collectively as the “**Parties**,” have reviewed and understand, and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY

FCSS

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: [Craig Lang](#)  
Title: [Director of Adult Programs](#)  
[or Authorized Designee](#)

Jim A. Yovino, Superintendent  
or Authorized Designee

**NOTE – ELECTRONIC SIGNATURE:** While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

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## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 2	Payment
Article 3	Term and Termination of Agreement
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

### ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which the Parties shall cooperate and share responsibilities for performance of this Agreement, and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 PARTIES' OBLIGATIONS. Except as specifically stated otherwise on the Cover, each Party shall provide all labor, materials, supplies, equipment, and transportation necessary to perform its obligations under this Agreement. Further and unless stated otherwise on the Cover, each Party is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for it to perform its obligations under this Agreement; (B) the acts and omissions of its officers, employees, agents, and any other persons who it retains to perform any portion of this Agreement; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of its officers, employees, agents and any other persons who it retains to perform any portion of this Agreement and to any officers, employees, agents, students, or invitees of the other Party or any Third Party (see definition in Article 5).

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored (collectively "**Work**"), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all rights and interests thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the portion of the other Party's Work necessary for the Party to perform this Agreement; and (C) upon termination of this Agreement and a Party's request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

### SECTION 1.4 RECORDS AND INFORMATION.

1.4.1 REQUIRED DOCUMENTS. A Party shall provide to the other Party the Required Documents that are required from the Party as marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Party providing the Required Document shall promptly notify in writing and/or submit to the other Party the corrected, updated, or effective Required Document.

1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately "**Confidential Material**") are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to a Party's performance of this Agreement; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized



viewing, duplication, and use; (D) acknowledge that any Confidential Material related to students shall be the property of and under the control of the Party whose student it relates to, notwithstanding any use authorized under this Agreement or its status as Work; and (E) not retain any Confidential Material related to a student of the other Party upon the expiration of this Agreement, which shall be accomplished by either the return of or the destruction of such Confidential Material. The provisions of this Subsection shall survive the termination of this Agreement.

- 1.4.2 **SCHOOL OFFICIAL DESIGNATION.** To the extent FCSS' provision of the Services under this Agreement will entail FCSS staff to view, handle, create, or receive Confidential Material consisting of student records of Agency's students ("**Pupil Records**") that are subject to the Family Educational Rights and Privacy Act ("**FERPA**"), FCSS acknowledges and agrees, for the purposes of this Agreement, that FCSS is hereby designated as a "school official" with "legitimate educational interests" in the Pupil Records, as those terms are defined under FERPA and its implementing regulations. FCSS agrees to abide by the FERPA limitations and requirements imposed by 34 CFR 99.33(a) on school officials, including that FCSS will not disclose Pupil Records to any other party without the prior written consent of each pupil's parent or eligible pupil.

## **SECTION 1.5 COMPLIANCE WITH APPLICABLE LAW AND GRANT.**

- 1.5.1 **GENERALLY.** Each Party shall comply with all laws and regulations (collectively "**Law**") applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as "**Applicable Law**" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.
- 1.5.2 **FEDERAL GRANT FUNDS.** The provisions of this Subsection applies if this Agreement is paid, in part or in whole, with federal grant funds. Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Each Party represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Agreement. Each Party shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Each Party shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387); and (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Upon a Party's request, whether during or after the Contract Term, the other Party shall cooperate with and provide the requesting Party with documents and information relating to this Agreement that are necessary for the requesting Party to comply with applicable federal laws, regulations, and requirements. The provisions of this Subsection shall survive the termination of this Agreement.

## **ARTICLE 2 PAYMENT.**

**SECTION 2.1 CONTRACT AMOUNT.** Compensation, if any is required under this Agreement, shall be as stated on the Cover. Payor shall pay Payee, if any payment is due to Payee, in accordance with the Payment Schedule stated on the Cover.

**SECTION 2.2 INVOICE AND ADDITIONAL INFORMATION.** Payee shall submit an itemized invoice and supporting documentation to Payor before Payee may receive any payment, if any is due to Payee under this Agreement. Upon receiving an invoice and if Payor objects to it and/or requires additional information, Payor shall notify Payee and Payee shall provide such information to Payor within 10 days after Payee receives Payor's notice. If Payee fails or refuses to provide the additional information, Payor shall have the right to withhold payment of any or all of the Contract Amount until such time that Payor receives such information from Payee.

## ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto (“**Contract Term**”) and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

### SECTION 3.2 TERMINATION DURING CONTRACT TERM.

- 3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section 3.2, a Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party’s material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover.
- 3.2.2 TERMINATION ON OTHER GROUNDS. Despite any contrary provisions in this Agreement, FCSS may terminate this Agreement effective on the date stated in FCSS’ written notice of termination to Agency pursuant to any of the following: (A) Agency is required to but fails to provide to FCSS and/or comply with the Fingerprinting Certification; (B) Agency is required to but fails to provide to FCSS and/or comply with the TB Certification; (C) FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement; (D) a government or issuing agency revokes, suspends, places on probation, or non-renews any License that Agency must hold to perform this Agreement; (E) Agency assigns, transfers, or subcontracts any or all of Agency’s obligations and/or rights under this Agreement in breach of Section 7.3; (F) Agency fails to maintain and provide written proof of insurance as required by Article 4; (G) Agency is required to provide particular staff as named on the Cover to perform this Agreement but such staff is not able, not willing, or not available to perform this Agreement; (H) Agency’s legal rights to exist or conduct business in California has been revoked or terminated by the California Secretary of State, another agency, or a court; or (I) Agency’s legal rights to exist or conduct business in California has been suspended or rendered inactive by the California Secretary of State, another agency, or a court and such suspension lasts more than 30 consecutive days.
- 3.2.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement and, if as stated on the Cover, compensation is due to Payee under this Agreement: (A) Payor shall pay Payee only for Services that Payee is required to perform, and has performed in accordance with, this Agreement before the effective date of termination; (B) Payee shall submit an invoice within 30 days of the effective date of termination; (C) Section 2.2 shall apply to Payee’s invoice and Payor’s payment under this Subsection; and (D) upon Payor’s payment, if any has been invoiced by Payee and is due to Payee, Payor is not obligated to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party’s reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively “**Force Majeure**”), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Payor’s payment to Payee of any portion of the Contract Amount that is due from Payor to Payee where Payee has performed in accordance with this Agreement the Services for which payment is requested and submitted an invoice and supporting information in accordance with Section 2.2. Payee shall not be entitled to any payment for Services that Payee did not perform during the period in which the Force Majeure occurred.

## ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) commercial general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) workers compensation with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and employer's liability insurance of not less than \$1,000,000; and (C) commercial automobile liability covering, at a minimum, non-owned and hired autos and, if there are any autos owned by the Party, then also covering owned autos, with a combined single limit of not less than \$1,000,000 per accident.

## ARTICLE 5 INDEMNITY.

Except as stated on the Cover in which case such provisions shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an employee, agent, or volunteer of FCSS or a member, officer, or agent of the Fresno County Board of Education; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision, each a "**Determination**," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

## ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Payor shall pay Payee the portion of the Contract Amount that is undisputed and due to Payee; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to Payee, Payor shall pay such amount to Payee within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Payor shall pay Payee in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

## ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure

section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

**SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION.** If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

**SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER.** Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. A Party and its officers, employees, agents, and any other person performing services for or on behalf of the Party shall not have any right or claim against the other Party for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.

**SECTION 7.4 NOTICES.** Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, ***if to FCSS, a copy of any notice and demand by email to: FCSS Legal Services at legalservices@fcoe.org.*** A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

/ /



**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Contract with Race-Work, LLC for Racial Equity Work Services for the 2021-2022 School Year

## **BACKGROUND**

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The Eden Area ROP is committed to creating an environment that is supportive to our students of color and eliminating any barriers to their success based on race. As part of this effort, the Administrative Team contracted with Race Work, LLC to develop a common understanding regarding the impact of race in society, creating a shared agenda that examines issues such as implicit bias, institutional racism and white privilege.

## **CURRENT SITUATION**

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During the 2021-2022 school year, the Eden Area ROP will provide the foundation of our racial equity work to the entire staff and then provide the opportunity for the interested staff members to go deeper into the work and become equity leaders among the staff. These efforts will be facilitated by Dr. Lori Watson of Race Work, LLC. Additionally, the administrative team will continue to work with Dr. Watson throughout the year to elevate our understanding of racial issues in education and how to address them.

## **CONSENT CALENDAR**

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# CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

## Eden Area Regional Occupational Programs Center SY 2021-2022

.....

In consideration of the promises and conditions contained herein, Race-Work, LLC (hereinafter referred to as "Consultant") and **Eden Area ROP** (hereinafter referred to as "Client") do mutually agree as follows:

Consultant agrees to provide professional consulting services as outlined for the period commencing in **August 2021** and ending in **June 2022**, and in accordance with provisions outlined in this Agreement.

### 1. Work to be Performed: **Racial Equity Consulting**

- ☐ **.5 day with staff Introduction to Race-Work:**
  - ☐ **August 12th (\$3,500)**
- ☐ **4 days of ongoing deeper work with staff and Leadership:**

**Proposed dates**

  - ☐ **October 13, 2021 (\$7,000)**
  - ☐ **December 1, 2021 (\$7,000)**
  - ☐ **February 2, 2022 (\$7,000)**
  - ☐ **March 16th, 2022 (\$7,000)**
  - ☐ **10% Friends & Family discount (-\$3,150)**

**2. Compensation.** Client shall pay Consultant \$28,350 USD as fee for professional services. Fifty percent (50%) of the fee shall be due upon execution of this Agreement by the parties. The balance shall be paid 30 days after invoice remittance to Client for completed services by Consultant for Client.

**3. Independent Contractor Relationship.** Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state, or any other employee payroll taxes.

**4. Ownership of Work Product.** Consultant agrees that all work product developed by them alone or in conjunction with others in connection with the performance of services pursuant to this Agreement is and shall be the sole property of Client, and Consultant shall retain no ownership, interest, or rights therein. Work product includes but is not limited to reports, graphics, memoranda, slogans, and taglines. This shall not include intellectual property in the development and design of curriculum.



## **5. Confidentiality.**

5.1 Definition of Confidential Information. "CONFIDENTIAL INFORMATION" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, proprietary information, computer files, and client information related to the past, current, future, and proposed services of Client and includes, without limitation, Client property, and Client's information concerning customers, research, financial information, purchasing, business forecasts, sales and merchandising, and marketing plans and information.

5.2 Nondisclosure and Nonuse Obligations. Both parties to this agreement agree to protect the confidentiality of all Confidential Information and, except as permitted in this section, neither party to this agreement shall use nor disclose the Confidential Information. Both parties to this agreement may use the Confidential Information solely to perform their reciprocal duties under this Agreement.

5.3 Exclusion from Nondisclosure and Nonuse Obligations. Consultant's obligations under Section 5.2 ("NONDISCLOSURE AND NONUSE OBLIGATIONS") with respect to any portion of the Confidential Information shall not apply to any such portion that Consultant can demonstrate (a) was in the public domain at or subsequent to the time such portion was communicated to Consultant by Client; (b) was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Consultant by Client; or (c) was developed by Consultant independently of and without reference to any information communicated to Consultant by Client. A disclosure of Confidential Information by Consultant, either (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that Consultant shall provide prompt written notice thereof to Client to enable Client to seek a protective order or otherwise prevent such disclosure.

## **6. General Provisions.**

6.1 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement

6.2 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

**7. Termination.** This Agreement may be terminated by either party by giving fifteen days written notice to the other party. In the event of termination, neither party shall have any rights against the other except to the extent those have accrued prior to the termination date.

**8. Hold Harmless.** Indemnification. Each of the parties agrees to hold harmless and indemnify the other party, and their elected and/or appointed officials, agents, employees, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising on account of personal injuries, death or damage to property caused by or resulting from their own acts or omissions or those of their officials, agents and employees related to this Agreement.



**9. Entire Agreement.** This Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. No change, alteration, modification, or addition to this Agreement shall be effective unless in writing and properly signed by both parties.

.....

Signed in duplicate originals on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

.....

**CLIENT**

.....

**CONSULTANT**

Client	Race-Work, LLC
Name	Lori A Watson, Ed.D.
Title	Founder & CEO
Email	<a href="mailto:DrLAWatson@Race-Work.com">DrLAWatson@Race-Work.com</a>
Phone	770-262-3525
Address	1423 Broadway Ste 320 Oakland, CA 94612

This Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. No change, alteration, modification, or addition to this Agreement shall be effective unless in writing and properly signed by both parties.





**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, 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 2021-2022 School Year

## **BACKGROUND**

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

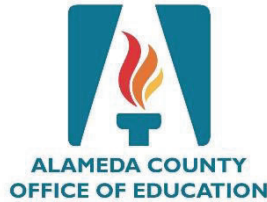
## **CURRENT SITUATION**

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The attached MOU with ACOE provides details of the payroll processing services for 2021-2022 school year.

## **CONSENT CALENDAR**

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## MEMORANDUM OF UNDERSTANDING

- PARTIES:** This Memorandum of Understanding (MOU) is entered into between the **Alameda County Office of Education (ACOE)** and **Eden Area Occupational Program (EAROP)**.
- PURPOSE:** The purpose of this MOU is to enable the ACOE and EAROP to have the ACOE provide certain payroll processing services, and ACOE is willing and able to provide such services.
- AUTHORITY:** This MOU is entered into by and between the parties in exercise of the authority set forth in and governed by the laws of the State of California.
- TERM:** This MOU shall become effective upon the date of execution by both the parties and shall continue for a period of 12 months **effective July 1, 2021 and ends June 30, 2022**. This agreement is renewable from year to year, unless either party gives notice of intent to withdraw by May 15<sup>th</sup> of the effective period.

### SCOPE OF SERVICES:

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

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

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

## **COMPENSATION:**

In exchange for the support and services to be provided by ACOE under the terms and conditions of this Agreement, EAROP shall pay ACOE a total amount of **\$28,400**. ACOE shall invoice EAROP quarterly in the amount of \$7,100.

## **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

To Eden Area Occupational Program:

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

## 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

\_\_\_\_\_  
Signature of Designee for  
Alameda County Office of Education

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

### EDEN AREA ROP

  
\_\_\_\_\_  
Signature of Authorized EAROP  
Representative

Anthony Oum, Fiscal Services Administrator  
\_\_\_\_\_  
Print Name and Title

08/05/2021  
\_\_\_\_\_  
Date



**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the MOU with the Alameda County Office of Education Network (ACOENet) for Access Plus Service for the 2021-2022 School Year

## **BACKGROUND**

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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**

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The attached MOU reflects the new agreement between the Eden Area ROP and ACOENet for the 2021-2022 school year.

## **CONSENT CALENDAR**

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## Memorandum of Understanding with Eden ROP for Access Plus Service

**7/1/2021 to 6/30/2022**

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 7/1/2021 to 6/30/2022. 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 # 2022035 fiscal/calendar

Initial service date: 7/1/2021

Final service date: 6/30/2022



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 # 2022035 fiscal/calendar

Initial service date: 7/1/2021

Final service date: 6/30/2022

<b>Alameda County Office of Education</b> <b>Attn: Information Technology</b> <b>313 West Winton Avenue</b> <b>Hayward, CA 94544</b>	<b>Eden Area ROP</b> <b>Attn: IT Manager</b> <b>26316 Hesperian Blvd</b> <b>Hayward, CA 94545</b>
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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 # 2022035 fiscal/calendar

Initial service date: 7/1/2021

Final service date: 6/30/2022

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  
Printed name and title

Ryan Choate, Director  
Printed name and title

  
Signature

08/05/2021  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Contract # 2022035 fiscal/calendar

Initial service date: 7/1/2021

Final service date: 6/30/2022

# Schedule A

## Schedule of Services

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

Organization: Eden ROP

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

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                         ORGANIZATION      ACOENet

Contract # \_\_\_\_\_ 2022035 \_\_\_\_\_ fiscal/calendar

Initial service date: 7/1/2021

Final service date: 6/30/2022

# 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 <sup>1</sup> /\$19,650 <sup>2</sup>
1 Gbps	\$18,500 <sup>1</sup> /\$24,500 <sup>2</sup>
2 Gbps	\$32,450 <sup>1</sup> /\$39,450 <sup>2</sup>

<sup>1</sup> Point to point network connection

<sup>2</sup> 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 # 2022035 fiscal/calendar

Initial service date: 7/1/2021

Final service date: 6/30/2022

# 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 # 2022035 fiscal/calendar

Initial service date: 7/1/2021

Final service date: 6/30/2022

- 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.

# INFORMATION ITEMS

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**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** COVID-19 Safety Plan Update

## **BACKGROUND**

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The State and county health departments have updated guidelines for schools to provide in-person instruction during the COVID-19 pandemic. These guidelines reflect the current framework for schools to provide in-person instruction for the 2021-2022 school year.

## **CURRENT SITUATION**

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The Eden Area ROP staff have been working to update our protocols to align with the new guidelines and will update the Governing Board regarding our plans for operating during the 2021-2022 school year.

## **RECOMMENDATION**

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Information only

# ACTION ITEMS

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**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the adoption of Resolution 1-21/22: Signature Card-Board Members, Resolution 2-21/22: Signature Card-Authorized Agents: Payroll Warrants and Disbursements and Resolution 3-21/22: Signature Card-Authorized Agents: Official Documents and Reports

## **CURRENT SITUATION**

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

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the adoption of Resolution 1-21/22: Signature Card-Board Members, Resolution 2-21/22: Signature Card-Authorized Agents: Payroll Warrants and Disbursements and Resolution 3-21/22: Signature Card-Authorized Agents: Official Documents and Reports.

# EdenAreaROP

## RESOLUTION NO. 1-21/22

Signature Card-Board Members  
Fiscal Year 2021-2022

### TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

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

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

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

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

1. _____ Signature	_____ Juan Campos Type Name
2. _____ Signature	_____ Dot Theodore Type Name
3. _____ Signature	_____ Gabriel Chaparro Type Name
4. _____ Signature	_____ James Aguilar Type Name

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 5<sup>th</sup> day of August 2021 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board

☐ All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY \_\_\_\_\_, approved \_\_\_\_\_, as our current list of signers.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board

# EdenAreaROP

## RESOLUTION NO. 2-21/22

### Signature Card- Authorized Agents: Payroll Warrants & Disbursements Fiscal Year 2021-2022

#### TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

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

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

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

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

1.	<hr/> Signature	Linda Granger Type Name	Superintendent Title
2.	<hr/> Signature	Craig Lang Type Name	Director of Adult Programs Title
3.	<hr/> Signature	Elaine Alvite Type Name	Director of Educational Services Title
4.	<hr/> Signature	Manuschka Michaud Type Name	Principal Title
5.	<hr/> Signature	Mercedes Henderson Type Name	Human Resources Administrator Title
6.	<hr/> Signature	Anthony Oum Type Name	Fiscal Services Administrator Title

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 5<sup>th</sup> day of August 2021 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board



All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY \_\_\_\_\_, approved \_\_\_\_\_, as our current list of signers.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board

# EdenAreaROP

## RESOLUTION NO. 3-21/22

### Signature Card- Authorized Agents: Official Documents & Reports Fiscal Year 2021-2022

#### TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

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

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

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

1.	<hr/> Signature	<hr/> Linda Granger Type Name	<hr/> Superintendent Title
2.	<hr/> Signature	<hr/> Craig Lang Type Name	<hr/> Director of Adult Programs Title
3.	<hr/> Signature	<hr/> Elaine Alvite Type Name	<hr/> Director of Educational Services Title
4.	<hr/> Signature	<hr/> Manuschka Michaud Type Name	<hr/> Principal Title
5.	<hr/> Signature	<hr/> Mercedes Henderson Type Name	<hr/> Human Resources Administrator Title
6.	<hr/> Signature	<hr/> Anthony Oum Type Name	<hr/> Fiscal Services Administrator Title



**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 5<sup>th</sup> day of August 2021 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board

☐ All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY \_\_\_\_\_, approved \_\_\_\_\_, as our current list of signers.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board

**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the Public Disclosure of Edén Area ROP Employees' Agreement for the 2021-2022 Salary Increase

## **BACKGROUND**

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Per California Government Code (GC) Section 3547.5, it states that "Before a public School employer enters into a written agreement ... the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public instruction. The superintendent of the school district and chief business official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement." Furthermore, per California Department of Education, Assembly Bill (AB) 1200 "was created to ensure that local educational agencies throughout California adequately prepared to meet their financial obligations... expand[ing] the role of county offices of education (COEs) in monitoring school districts by mandating that COEs intervene under certain circumstances to ensure districts can meet their financial obligations."

## **CURRENT SITUATION**

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On June 4, 2021, per Recess to Closed Session Item A, Eden Area ROP presented to the Governing Board a request for a 3.00% salary increase for all salary schedules starting FY 2021-2022. Then, on the same evening, per Reconvene to Open Session and Report Action Taken in Closed Session Item A, the Governing Board approved this action.

In compliance with AB 1200 and GC 3547.5, Eden Area ROP has prepared and certified the Public Disclosure of Collective Bargaining Agreement showing EAROP's ability to meet the cost of this request, of which a fully executed form was submitted to Alameda County Office of Education on June 29, 2021.

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the Public Disclosure of Eden Area ROP employees' agreement for the 2021-2022 salary increase.

# Public Disclosure of Collective Bargaining Agreement

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

Name of District: Eden Area ROP

Name of Bargaining Unit: N/A

Certificated or Classified: Both

The proposed agreement covers the period beginning: 7/1/2021 and ending: N/A  
(date) (date)

The Governing Board will take action on: 6/4/2021  
(date)

Letter requested from Alameda County Office of Education? Yes (indicate yes or no)

## A. Proposed Changes in Compensation

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement 2021-2022	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1	Year 2	Year 3
			Increase/(Decrease) 2021-2022	Increase/(Decrease) 2022-2023	Increase/(Decrease) 2023-2024
1.	<b>Salary Schedule</b> (Including Step & Column)	\$ 4,156,591	\$ 124,698	\$ 164,967	\$ 164,159
			3.00%	3.85%	3.69%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
2a.	<b>Description of Other Compensation</b> (Listed on Line 2 above)		\$ -		
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 1,492,026	\$ 44,761	\$ 61,243	\$ 47,392
			3.00%	3.99%	2.97%
4.	<b>Health/Welfare Increases</b>	\$ 567,684	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	<b>Total Cost of Negotiated Settlement</b> (Add Items 1 through 4 to equal 5)	\$ 6,216,301	\$ 169,459	\$ 226,210	\$ 211,551
			2.73%	3.54%	3.20%
6.	<b>Total number of represented Employees</b> (Use FTEs)	52	52	52	52
7.	<b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 119,544	\$ 3,259	\$ 4,350	\$ 4,068

**Public Disclosure of Collective Bargaining Agreement**  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: Eden Area ROP

Name of Bargaining Unit: N/A

The Governing Board will take action on: 6/4/2021

**D. Impact of Proposed Agreement on Current Year Operating Budget - UNRESTRICTED GENERAL FUND**

	Column 1	Column 2	Column 3	Column 4
Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Latest Board- Approved Budget Before Settlement As of: 06/10/2021	Adjustments as a result of Settlement	Other Revisions due to Settlement and/or Other Unit Agreements	Total New Budget (Col 1+2+3)
<b>Revenues</b>				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Federal Revenue (8100-8299)	\$ -	\$ -	\$ -	\$ -
Other State Revenue (8300-8599)	\$ -	\$ -	\$ -	\$ -
Other Local Revenue (8600-8799)	\$ 8,276,169	\$ -	\$ -	\$ 8,276,169
<b>Total Revenues</b>	<b>\$ 8,276,169</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,276,169</b>
<b>Expenditures</b>				
Certificated Salaries (1000-1999)	\$ 2,548,686	\$ 76,461	\$ -	\$ 2,625,147
Classified Salaries (2000-2999)	\$ 920,533	\$ 27,616	\$ -	\$ 948,149
Employee Benefits (3000-3999)	\$ 1,437,745	\$ 37,359	\$ -	\$ 1,475,104
Books and Supplies (4000-4999)	\$ 299,675	\$ -	\$ -	\$ 299,675
Services & Operating Expenses (5000-5999)	\$ 3,247,365	\$ -	\$ -	\$ 3,247,365
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299 & 7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (3,457)	\$ -	\$ -	\$ (3,457)
<b>Total Expenditures</b>	<b>\$ 8,450,547</b>	<b>\$ 141,436</b>	<b>\$ -</b>	<b>\$ 8,591,983</b>
Operating Surplus (Deficit)	\$ (174,378)	\$ (141,436)	\$ -	\$ (315,814)
Other Sources and Transfers In (8910-8979)	\$ 440,000	\$ -	\$ -	\$ 440,000
Other Uses and Transfers Out (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	<b>\$ 265,622</b>	<b>\$ (141,436)</b>	<b>\$ -</b>	<b>\$ 124,186</b>
Beginning Balance	\$ 6,407,985			\$ 6,407,985
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 6,673,607	\$ (141,436)	\$ -	\$ 6,532,171
<b>Components of Ending Balance</b>				
Reserved and Legally Restricted (9711-9740)				\$ -
Reserved for Economic Uncertainties (9789)	\$ 679,913	\$ 10,168	\$ -	\$ 690,080
Designated Amounts (9775-9780)	\$ 5,670,723	\$ -	\$ -	\$ 5,670,723
Unappropriated Amounts (9790)	\$ 322,971			\$ 171,368
Comments (Major changes):	3.00% COLA approved on 06/04/2021. FY 2021-2022 Adopted Budget approved on 06/10/2021.			

**Public Disclosure of Collective Bargaining Agreement**  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Eden Area ROP**

Name of Bargaining Unit: **N/A**

The Governing Board will take action on: **6/4/2021**

**D. Impact of Proposed Agreement on Current Year Operating Budget - RESTRICTED GENERAL FUND**

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement  As of: 06/10/2021	Column 2  Cost of of Settlement	Column 3  Other Revisions due to Settlement	Column 4  Total New Budget (Col 1+2+3)
<b>Revenues</b>				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Federal Revenue (8100-8299)	\$ 422,053	\$ -	\$ -	\$ 422,053
Other State Revenue (8300-8599)	\$ 1,941,415	\$ -	\$ -	\$ 1,941,415
Other Local Revenue (8600-8799)	\$ 516,478	\$ -	\$ -	\$ 516,478
<b>Total Revenues</b>	<b>\$ 2,879,946</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,879,946</b>
<b>Expenditures</b>				
Certificated Salaries (1000-1999)	\$ 291,565	\$ 8,747	\$ -	\$ 300,312
Classified Salaries (2000-2999)	\$ 395,807	\$ 11,874	\$ -	\$ 407,681
Employee Benefits (3000-3999)	\$ 621,965	\$ 7,402	\$ -	\$ 629,367
Books and Supplies (4000-4999)	\$ 42,165	\$ -	\$ -	\$ 42,165
Services & Operating Expenses (5000-5999)	\$ 1,526,373	\$ -	\$ -	\$ 1,526,373
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299 & 7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ 3,457	\$ -	\$ -	\$ 3,457
<b>Total Expenditures</b>	<b>\$ 2,881,332</b>	<b>\$ 28,023</b>	<b>\$ -</b>	<b>\$ 2,909,355</b>
Operating Surplus (Deficit)	\$ (1,386)	\$ (28,023)	\$ -	\$ (29,409)
Other Sources and Transfers In (8910-8979)	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ (1,386)	\$ (28,023)	\$ -	\$ (29,409)
Beginning Balance	\$ -			\$ -
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ (1,386)	\$ (28,023)	\$ -	\$ (29,409)
<b>Components of Ending Balance</b>				
Reserved and Legally Restricted (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9789)				
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ (1,386)			\$ (29,409)
Comments (Major changes):				
3.00% COLA approved on 06/04/2021. FY 2021-2022 Adopted Budget approved on 06/10/2021.				

**Public Disclosure of Collective Bargaining Agreement**  
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Eden Area ROP**

Name of Bargaining Unit: **N/A**

The Governing Board will take action on: **6/4/2021**

**D. Impact of Proposed Agreement on Current Year Operating Budget - COMBINED GENERAL FUND**

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement  As of: 06/10/2021	Column 2  Cost of of Settlement	Column 3  Other Revisions due to Settlement	Column 4  Total New Budget (Col 1+2+3)
<b>Revenues</b>				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Federal Revenue (8100-8299)	\$ 422,053	\$ -	\$ -	\$ 422,053
Other State Revenue (8300-8599)	\$ 1,941,415	\$ -	\$ -	\$ 1,941,415
Other Local Revenue (8600-8799)	\$ 8,792,647	\$ -	\$ -	\$ 8,792,647
<b>Total Revenues</b>	<b>\$ 11,156,115</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,156,115</b>
<b>Expenditures</b>				
Certificated Salaries (1000-1999)	\$ 2,840,251	\$ 85,208	\$ -	\$ 2,925,459
Classified Salaries (2000-2999)	\$ 1,316,340	\$ 39,490	\$ -	\$ 1,355,830
Employee Benefits (3000-3999)	\$ 2,059,710	\$ 44,761	\$ -	\$ 2,104,471
Books and Supplies (4000-4999)	\$ 341,840	\$ -	\$ -	\$ 341,840
Services & Operating Expenses (5000-5999)	\$ 4,773,738	\$ -	\$ -	\$ 4,773,738
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299 & 7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 11,331,879</b>	<b>\$ 169,459</b>	<b>\$ -</b>	<b>\$ 11,501,338</b>
Operating Surplus (Deficit)	\$ (175,764)	\$ (169,459)	\$ -	\$ (345,223)
Other Sources and Transfers In (8910-8979)	\$ 440,000	\$ -	\$ -	\$ 440,000
Other Uses and Transfers Out (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ 264,236	\$ (169,459)	\$ -	\$ 94,777
Beginning Balance	\$ 6,407,985			\$ 6,407,985
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			\$ -
Current Year Ending Balance	\$ 6,672,221	\$ (169,459)	\$ -	\$ 6,502,762
<b>Components of Ending Balance</b>				
Reserved and Legally Restricted (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9789)	\$ 679,913	\$ 10,168	\$ -	\$ 690,080
Designated Amounts (9775-9780)	\$ 5,670,723	\$ -	\$ -	\$ 5,670,723
Unappropriated Amounts - Unrestricted (9790)	\$ 322,971	\$ -	\$ -	\$ 322,971
Unappropriated Amounts - Restricted (9790)	\$ (1,386)	\$ -	\$ -	\$ (1,386)
Unrestricted Reserves Percentage	8.85%			8.81%
Comments (Major changes):				
3.00% COLA approved on 06/04/2021. FY 2021-2022 Adopted Budget approved on 06/10/2021.				

# Public Disclosure of Collective Bargaining Agreement

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

Name of District:

Eden Area ROP

Name of Bargaining Unit:

N/A

The Governing Board will take action on:

6/4/2021

## E. Revised MYP Including the Effects of Collective Bargaining

	Year 1	Year 2	Year 3
	FY	FY	FY
<b>Revenues</b>			
LCFF Revenue Sources	0		
Federal Revenue	422,053	422,053	422,053
Other State Revenue	1,941,415	1,941,415	1,941,415
Local Revenue	8,792,647	9,015,664	9,276,568
Other Financing Sources	440,000	370,000	300,000
Other Adjustments			
<b>Total Revenue</b>	11,596,115	11,749,132	11,940,036
<b>Expenditures</b>			
Certificated Salaries	2,925,459	2,925,459	3,036,456
Step & Column Adjustment		25,789	25,221
<b>Settlement-Related Costs (+/-)</b>		85,208	85,208
Other Adjustments			
<b>Total Certificated Salaries</b>	2,925,459	3,036,456	3,146,885
Classified Salaries	1,355,830	1,355,830	1,409,800
Step & Column Adjustment		14,480	14,240
<b>Settlement-Related Costs (+/-)</b>		39,490	39,490
Other Adjustments			
<b>Total Classified Salaries</b>	1,355,830	1,409,800	1,463,530
Employee Benefits	2,104,471	2,178,761	2,192,211
<b>Settlement-Related Costs (+/-)</b>		46,376	46,668
Books & Supplies	341,840	341,840	341,840
Services, Other Operating Exp	4,773,738	4,808,773	4,853,818
Capital Outlay	0	0	0
Other Outgo (Excluding Transfers of Indirect Costs)	0	0	0
Other Outgo - Transfers of Indirect Costs	0	0	0
Other Financing Uses	0	0	0
Other Adjustments			
<b>Total Expenditures</b>	11,501,338	11,822,006	12,044,952
<b>Net Increase(Decrease) in Fund Balance</b>	94,777	(72,874)	(104,916)
Beginning Fund Balance	6,407,985	6,502,762	6,429,888
Audit Adjustments/Restatements	0		
Ending Balance	6,502,762	6,429,888	6,324,972
<b>Components of Ending Balance</b>			
Revolving & Stores			
Restricted Balance & Other Designations	5,670,723	5,489,105	5,489,105
Required Reserve	690,080		
Unrestricted Balance (Incl Revolving)	141,959	940,783	835,867
<b>ADA Assumption:</b>			

Comments (Major changes):

## Public Disclosure of Collective Bargaining Agreement

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

### F. State Reserve Standard

#### 1. Calculate State Required Minimum Reserve - Required Reserve for Economic Uncertainty (REU)

	Year 1	Year 2	Year 3
a. Total Expenditures including Transfers Out and Other Uses	11,501,338	11,822,006	12,044,952
b. Required Reserve Percentage (REU) for this District	6.00%	6.00%	6.00%
c. REU Amount:	\$ 690,080	\$ 709,320	\$ 722,697

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

a. General Fund Unrestricted REU	\$ 690,080	\$ -	\$ -
b. General Fund Unrestricted Unassigned/Unappropriated	\$ 141,959	\$ 940,783	\$ 835,867
c. Special Reserve Fund 17- REU	\$ -	\$ -	\$ -
d. Special Reserve Fund 17- Unassigned/Unappropriated	\$ -	\$ -	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 832,039	\$ 940,783	\$ 835,867

#### 3. Has the minimum state-required reserve been met? Yes Yes Yes

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

#### 4. Is a retroactive payroll anticipated? If yes, please provide a cashflow with an estimated timeline of when this will impact the District's General Fund cash.



# Public Disclosure of Collective Bargaining Agreement

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

Name of District: Eden Area ROP

Name of Bargaining Unit: N/A

The Governing Board will take action on: 6/4/2021

## B. Narrative Description of Agreement

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

3.00% starting 07/01/2021.

9. **Were any additional steps, columns or ranges added to the schedules?**

(If yes, please explain.)

No.

10. **Please include additional comments and explanations as necessary.**

(If more room is necessary, please attach additional sheet.)

3.00% COLA approved on 06/04/2021. FY 2021-2022 Adopted Budget approved on 06/10/2021.

11. **Proposed negotiated changes in non-compensation items**

(e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

12. **What contingency language is included in the proposed agreement (e.g. reopeners, etc.)?**

N/A

13. **Identify other major provisions that do not directly affect the district's costs; such as binding arbitration, grievances procedures, etc.**

N/A

# Public Disclosure of Collective Bargaining Agreement

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

Name of District: Eden Area ROP

Name of Bargaining Unit: N/A

The Governing Board will take action on: 6/4/2021

## C. Source of Funding for Proposed Agreement

### 14. Source of Funding for Proposed Agreement

A. If this is a one-time or off-schedule settlement, how will the cost of the proposed agreement be funded and when is the payment expected to be funded?

This is neither a one time nor off-schedule settlement.

B. If this is not a one-time settlement, how will the ongoing cost of the proposed agreement be funded in the current and subsequent years (i.e., what will allow the district to afford this contract on an ongoing basis)?

This will be paid from EAROP's General Fund (Fund 010).

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

No reduction in program.

### 16. Will this agreement create, increase, or decrease deficit spending in the current or subsequent year(s)? "Deficit spending" is when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

EAROP is not projected to be in deficit spending.

### 17. Were "Other Adjustments" amount(s) entered in the multiyear projections (page 5) for 1st and 2nd subsequent fiscal years?

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent Year	\$ -	
2nd Subsequent Year	\$ -	

Additional Explanation (if necessary)

**Eden Area ROP** **School District**  
**Public Disclosure of Collective Bargaining Agreement**  
*In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.*

**CERTIFICATE OF AFFORDABILITY**

Certification of the District's Ability to Afford the Costs of a Collective Bargaining Agreement

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to public disclosure and included as part of the public disclosure documentation.

**The District projects the total monetary cost of the settlement to be as follows:**

For an ongoing cost, please show the ongoing cost in each year. For a one-time cost, only include the cost in the year impacted.

<b>Cost over current budget / MYP</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Cumulative cost over 3 years</b>
<b>One-time</b>	-	-	-	-
<b>On-going</b>	169,459	171,074	171,366	511,899
<b>Total</b>	169,459	171,074	171,366	511,899

**Please check one of the following:**

☒ No budget revisions are necessary for the District to afford this settlement.

☐ Budget revisions are necessary for the District to afford this settlement. These revisions are itemized below. The District's budget assumptions are attached, which become an integral part of this document.

*Note that if the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c).*

Indicate any changes from the latest board approved budget:

Budget Adjustment Categories	Change to Fund Balance Increase (Decrease)		
	Year 1	Year 2	Year 3
<b>Revenues/Other Financing Sources</b>			
<b>Expenditures/Other Financing Uses</b>			
Increased salary costs	169,459	171,074	171,366
<b>Ending Fund Balance Increase (Decrease)</b>	<b>(169,459)</b>	<b>(171,074)</b>	<b>(171,366)</b>

Please review the above and sign below:

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the \_\_\_\_\_ Eden Area ROP \_\_\_\_\_ School District hereby certify that the District can meet the costs incurred under the Collective Bargaining

\_\_\_\_\_  
District Superintendent (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Granger

District Superintendent (Type Name)

\_\_\_\_\_  
Chief Business Official (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anthony Oum

Chief Business Official (Type Name)

**Eden Area ROP                      School District**  
**Public Disclosure of Collective Bargaining Agreement**  
*In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.*

**Certification of Board Action**

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <b>District Superintendent (or Designee)</b> <b>(Signature)</b>	<div style="background-color: yellow; height: 30px; width: 100%;"></div> <hr style="border: none; border-top: 1px solid black; margin-top: 5px;"/> <b>Date</b>
<p>After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on <u>          6/4/2021          </u>, took action to approve the proposed Agreement with the <u>          N/A          </u> Bargaining Unit.</p>	
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <b>President (or Clerk), Governing Board</b> <b>(Signature)</b>	<div style="background-color: yellow; height: 30px; width: 100%;"></div> <hr style="border: none; border-top: 1px solid black; margin-top: 5px;"/> <b>Date</b>

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

**DATE:** August 5, 2021  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Revised Salary Schedules

## **BACKGROUND**

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During the June 4, 2021 Governing Board meeting, the Governing Board took action to revise the salary schedule for all employee groups. The Governing Board approved a 3% salary increase for all employees.

## **CURRENT SITUATION**

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

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

## **RECOMMENDATION**

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

# Salary Scale Chart 1

## Classified Employees

**2021-2022**

Effective: July 1, 2021

Step	Work Year	Additional Responsibilities	Classified Position Titles
B1	10 months		Website & Marketing Specialist
B2	12 months	Confidential	Executive Assistant
B2	12 months	Confidential	Registrar
C1	10 months		Student Support Services Technician
C2	12 months	Confidential	Office Support Technician
C2	12 months	Confidential	Accounting Technician
D	12 months		Accounts Receivable/Purchasing Technician
E1	10 months		Office Assistant
E2	12 months		Computer Operations Technician
E2	12 months		Security-Grounds Officer
F	10 months		Instructional Assistant
H	10 months		Staff Assistant
L	10 months		Student Assistant

10 months= 193 days

11 months= 223 days

12 months= 260 days

### Column and Step

Step	Column	1	2	3	4	5	6	7	8	9
<b>B1</b>	Hourly	\$27.97	\$29.15	\$30.42	\$31.73	\$33.10	\$34.56	\$36.05	\$37.64	\$39.33
	Monthly	\$4,048.66	\$4,219.46	\$4,403.30	\$4,592.92	\$4,791.23	\$5,002.56	\$5,218.24	\$5,448.39	\$5,693.02
	Yearly	\$40,486.58	\$42,194.63	\$44,032.95	\$45,929.18	\$47,912.25	\$50,025.60	\$52,182.38	\$54,483.90	\$56,930.18
<b>B2</b>	Hourly	\$27.97	\$29.15	\$30.42	\$31.73	\$33.10	\$34.56	\$36.05	\$37.64	\$39.33
	Monthly	\$4,545.13	\$4,736.88	\$4,943.25	\$5,156.13	\$5,378.75	\$5,616.00	\$5,858.13	\$6,116.50	\$6,391.13
	Yearly	\$54,541.50	\$56,842.50	\$59,319.00	\$61,873.50	\$64,545.00	\$67,392.00	\$70,297.50	\$73,398.00	\$76,693.50
<b>C1</b>	Hourly	\$25.86	\$26.93	\$28.09	\$29.28	\$30.53	\$31.84	\$33.21	\$34.64	\$36.18
	Monthly	\$3,743.24	\$3,898.12	\$4,066.03	\$4,238.28	\$4,419.22	\$4,608.84	\$4,807.15	\$5,014.14	\$5,237.06
	Yearly	\$37,432.35	\$38,981.18	\$40,660.28	\$42,382.80	\$44,192.18	\$46,088.40	\$48,071.48	\$50,141.40	\$52,370.55
<b>C2</b>	Hourly	\$25.86	\$26.93	\$28.09	\$29.28	\$30.53	\$31.84	\$33.21	\$34.64	\$36.18
	Monthly	\$4,202.25	\$4,376.13	\$4,564.63	\$4,758.00	\$4,961.13	\$5,174.00	\$5,396.63	\$5,629.00	\$5,879.25
	Yearly	\$50,427.00	\$52,513.50	\$54,775.50	\$57,096.00	\$59,533.50	\$62,088.00	\$64,759.50	\$67,548.00	\$70,551.00
<b>D</b>	Hourly	\$24.90	\$25.91	\$27.01	\$28.15	\$29.36	\$30.62	\$31.94	\$33.32	\$34.78
	Monthly	\$4,046.25	\$4,210.38	\$4,389.13	\$4,574.38	\$4,771.00	\$4,975.75	\$5,190.25	\$5,414.50	\$5,651.75

EAROP Governing Board Approved: pending

Step	Column	1	2	3	4	5	6	7	8	9
	Yearly	\$48,555.00	\$50,524.50	\$52,669.50	\$54,892.50	\$57,252.00	\$59,709.00	\$62,283.00	\$64,974.00	\$67,821.00
<b>E1</b>	Hourly	\$22.56	\$23.45	\$24.42	\$25.45	\$26.51	\$27.61	\$28.79	\$30.02	\$31.31
	Monthly	\$3,265.56	\$3,394.39	\$3,534.80	\$3,683.89	\$3,837.32	\$3,996.55	\$4,167.35	\$4,345.40	\$4,532.12
	Yearly	\$32,655.60	\$33,943.88	\$35,347.95	\$36,838.88	\$38,373.23	\$39,965.48	\$41,673.53	\$43,453.95	\$45,321.23
<b>E2</b>	Hourly	\$22.56	\$23.45	\$24.42	\$25.45	\$26.51	\$27.61	\$28.79	\$30.02	\$31.31
	Monthly	\$3,666.00	\$3,810.63	\$3,968.25	\$4,135.63	\$4,307.88	\$4,486.63	\$4,678.38	\$4,878.25	\$5,087.88
	Yearly	\$43,992.00	\$45,727.50	\$47,619.00	\$49,627.50	\$51,694.50	\$53,839.50	\$56,140.50	\$58,539.00	\$61,054.50
<b>F</b>	Hourly	\$21.64	\$22.55	\$23.44	\$24.40	\$25.42	\$26.49	\$27.58	\$28.77	\$29.99
	Monthly	\$3,132.39	\$3,264.11	\$3,392.94	\$3,531.90	\$3,679.55	\$3,834.43	\$3,992.21	\$4,164.46	\$4,341.05
	Yearly	\$31,323.90	\$32,641.13	\$33,929.40	\$35,319.00	\$36,795.45	\$38,344.28	\$39,922.05	\$41,644.58	\$43,410.53
<b>H</b>	Hourly	\$20.91	\$21.72	\$22.62	\$23.53	\$24.48	\$25.50	\$26.55	\$27.66	\$28.84
<b>L</b>	Hourly	\$14.85								

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



## Salary Scale Chart 2A

### CERTIFICATED 7 HOUR (120%) SALARIED EMPLOYEES

**2021-2022**

Effective: July 1, 2021

#### Classroom Instructor 185 days

#### Career Counselor 195 days

Step	A	B	C	D	E	F
1	\$68,793.86	\$71,752.59	\$74,861.34	\$78,122.42	\$81,548.29	
2	\$69,978.27	\$72,993.81	\$76,163.95	\$79,494.35	\$82,988.44	
3	\$71,186.53	\$74,263.45	\$77,497.25	\$80,892.45	\$84,455.87	
4	\$72,416.40	\$75,555.84	\$78,853.28	\$82,317.81	\$85,950.57	
5	\$73,674.67	\$76,874.36	\$80,238.86	\$83,772.74	\$87,478.23	
6		\$78,220.17	\$81,651.74	\$85,256.07	\$89,036.60	
7		\$79,590.96	\$83,093.01	\$86,768.95	\$90,625.64	
8		\$80,992.47	\$84,561.57	\$88,311.41	\$92,244.24	
9		\$82,418.97	\$86,061.96	\$89,886.81	\$93,896.94	
10		\$83,876.18	\$87,590.76	\$91,492.91	\$95,582.60	
11			\$89,151.39	\$93,130.83	\$97,304.64	
12					\$99,057.36	
17						\$103,531.23
22						\$105,408.98
27						\$107,324.26

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

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

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

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

## SUMMER SCHOOL INSTRUCTORS

Hourly Rate

**\$44.36**

## SUBSTITUTE INSTRUCTORS

Hourly Rate

**\$32.70**

Hourly Rate  
(Long Term Assignment)

**\$35.98**

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

## ADDITIONAL COMPENSATION

### EDUCATIONAL STIPENDS

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

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

**Bachelor's Degree**

**\$867**

**Master's Degree**

**\$1,122**

**Doctorate**

**\$1,632**

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

## Salary Scale Chart 2B CERTIFICATED HOURLY EMPLOYEES

**2021-2022**

Effective: July 1, 2021

### HOURLY INSTRUCTORS

STEP	1	2	3	4	5	6
HOURLY RATE	\$40.64	\$44.36	\$46.43	\$48.60	\$50.88	\$53.27

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

### SUBSTITUTE TEACHERS

Hourly Rate	Hourly Rate (Long Term Assignment)	Long Term Hourly Rate - retroactive to the first day on consecutive work period. (Minimum of 10 consecutive workdays substituting for same instructor.)*No benefits granted to substitutes.
\$32.70	\$35.98	

### ADDITIONAL COMPENSATION

#### EDUCATIONAL STIPENDS

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

**Note:**

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

## Salary Scale Chart 2C

# ADULT PROGRAMS SALARY SCHEDULE

## 2021-2022

Effective: July 1, 2021

### CERTIFICATED SALARIED INSTRUCTORS-12 MONTHS

Step	A	B	C	D	E	F
1	\$68,793.86	\$71,752.59	\$74,861.34	\$78,122.42	\$81,548.29	
2	\$69,978.27	\$72,993.81	\$76,163.95	\$79,494.35	\$82,988.44	
3	\$71,186.53	\$74,263.45	\$77,497.25	\$80,892.45	\$84,455.87	
4	\$72,416.40	\$75,555.84	\$78,853.28	\$82,317.81	\$85,950.57	
5	\$73,674.67	\$76,874.36	\$80,238.86	\$83,772.74	\$87,478.23	
6		\$78,220.17	\$81,651.74	\$85,256.07	\$89,036.60	
7		\$79,590.96	\$83,093.01	\$86,768.95	\$90,625.64	
8		\$80,992.47	\$84,561.57	\$88,311.41	\$92,244.24	
9		\$82,418.97	\$86,061.96	\$89,886.81	\$93,896.94	
10		\$83,876.18	\$87,590.76	\$91,492.91	\$95,582.60	
11			\$89,151.39	\$93,130.83	\$97,304.64	
12					\$99,057.36	
17						\$103,531.23
22						\$105,408.98
27						\$107,324.26

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

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

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

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

## EDUCATIONAL STIPENDS

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

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

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

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

## CERTIFICATED HOURLY INSTRUCTORS

STEP	1	2	3	4	5	6
HOURLY RATE	\$40.64	\$44.36	\$46.43	\$48.60	\$50.88	\$53.27

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

## CLASSIFIED EMPLOYEES

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

10 months= 193 days

11 months= 223 days

12 months= 260 days

## COLUMN AND STEP

Step	Column	1	2	3	4	5	6	7	8	9
<b>AE 3</b>	Hourly	\$27.97	\$29.15	\$30.42	\$31.73	\$33.10	\$34.56	\$36.05	\$37.64	\$39.33
	Monthly	\$4,545.13	\$4,736.88	\$4,943.25	\$5,156.13	\$5,378.75	\$5,616.00	\$5,858.13	\$6,116.50	\$6,391.13
	Yearly	\$54,541.50	\$56,842.50	\$59,319.00	\$61,873.50	\$64,545.00	\$67,392.00	\$70,297.50	\$73,398.00	\$76,693.50
<b>AE 4</b>	Hourly	\$23.58	\$24.60	\$25.67	\$26.79	\$27.97	\$29.15	\$30.42	\$31.73	\$33.10
	Monthly	\$3,831.75	\$3,997.50	\$4,171.38	\$4,353.38	\$4,545.13	\$4,736.88	\$4,943.25	\$5,156.13	\$5,378.75
	Yearly	\$45,981.00	\$47,970.00	\$50,056.50	\$52,240.50	\$54,541.50	\$56,842.50	\$59,319.00	\$61,873.50	\$64,545.00
<b>AE 5</b>	Hourly	\$22.56	\$23.45	\$24.42	\$25.45	\$26.51	\$27.61	\$28.79	\$30.02	\$31.31
	Monthly	\$3,666.00	\$3,810.63	\$3,968.25	\$4,135.63	\$4,307.88	\$4,486.63	\$4,678.38	\$4,878.25	\$5,087.88
	Yearly	\$43,992.00	\$45,727.50	\$47,619.00	\$49,627.50	\$51,694.50	\$53,839.50	\$56,140.50	\$58,539.00	\$61,054.50
<b>AE 6</b>	Hourly	\$40.64	\$44.36	\$46.43	\$48.60	\$50.88	\$53.27			

### For AE 6

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

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

### Notes:

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

## Salary Scale Chart 3 Classified Exempt Employees

### 2021-2022

Effective: July 1, 2021

STEP	CLASSIFIED EXEMPT POSITION TITLES
A-0	Work Based Learning Specialist (11 Months/223 Days)
A-0	Business Engagement Specialist (11 Months/223 Days)
A-2	Information Technology Specialist (12 Months/260 Days)

### Column and Step

Step	Column	1	2	3	4	5	6	7	8	9
A-0	Hourly	\$48.26	\$50.67	\$53.20	\$55.86	\$57.25	\$58.68	\$60.14	\$61.65	\$63.19
	Monthly	\$7,337.71	\$7,704.14	\$8,088.82	\$8,493.26	\$8,704.60	\$8,922.03	\$9,144.01	\$9,373.60	\$9,607.75
	Yearly	\$80,714.85	\$84,745.58	\$88,977.00	\$93,425.85	\$95,750.63	\$98,142.30	\$100,584.15	\$103,109.63	\$105,685.28
A-2	Hourly	\$39.95	\$41.54	\$43.21	\$44.94	\$46.76	\$48.91	\$51.18	\$53.54	\$56.03
	Monthly	\$6,491.88	\$6,750.25	\$7,021.63	\$7,302.75	\$7,598.50	\$7,947.88	\$8,316.75	\$8,700.25	\$9,104.88
	Yearly	\$77,902.50	\$81,003.00	\$84,259.50	\$87,633.00	\$91,182.00	\$95,374.50	\$99,801.00	\$104,403.00	\$109,258.50

### EDUCATIONAL STIPENDS

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

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

## Salary Scale Chart 4 ADMINISTRATION

**2021-2022**

Effective: July 1, 2021

STEP	ADMINISTRATION POSITION TITLES
A	Principal – Certificated Position 220 day work year
A	Director of Educational Services- Certificated Position 220 day work year
A	Director of Adult Programs- Certificated Position 220 day work year
B	Fiscal Services Administrator - Classified Position-260 day work year (this position accrues vacation)
B	Human Resources Administrator- Classified Position-260 day work year (this position accrues vacation)

### Range and Column

Range	Column	1	2	3	4	5	6*	7*
A	Daily	\$598.20	\$627.05	\$657.35	\$689.15	\$722.53		
	Monthly	\$10,967.06	\$11,495.98	\$12,051.34	\$12,634.46	\$13,246.47		
	Annually	\$131,604.75	\$137,951.81	\$144,616.12	\$151,613.53	\$158,957.63		
B	Daily	\$483.93	\$505.85	\$528.85	\$553.03	\$578.40		
	Monthly	\$10,485.07	\$10,960.03	\$11,458.45	\$11,982.21	\$12,532.05		
	Annually	\$125,820.81	\$131,520.32	\$137,501.45	\$143,786.55	\$150,384.56		

\* STEP 6 AND 7 ARE LONGEVITY STEPS: ADDITIONAL \$3,000 PAID AFTER 3 YEARS ON STEP 5, ANOTHER \$3,000 PAID AFTER 3 YEARS ON STEP 6

### EDUCATIONAL STIPENDS

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

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