



GOVERNING BOARD MEETING AGENDA

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

Friday, June 4, 2021
5:45 pm

GOVERNING BOARD MEMBERS

Juan Campos, President	San Lorenzo Unified School District
Dot Theodore, Vice-President	Castro Valley Unified School District
Dr. April Oquenda, Member	Hayward Unified School District
James Aguilar, Member	San Leandro Unified School District

MISSION STATEMENT

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



Regular Meeting of the ROP Governing Board
Date: Friday, June 4, 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/85062701162?pwd=TxnY3NkRG5yT3BIMEFjdG45OUU1dz09) or go <https://us02web.zoom.us/j/85062701162?pwd=TxnY3NkRG5yT3BIMEFjdG45OUU1dz09> to at the noticed meeting time.
Meeting ID: **850 6270 1162**
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 **850 6270 1162**, then press "#". Passcode: **3267537**

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 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 April 1, 2021 (pages 5-9)
- B. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of May 6, 2021 (pages 10-14)
- C. Request the Governing Board to approve the Bill Warrants (pages 15-19)
- D. Request the Governing Board to approve the Personnel Action Items (pages 20-21)
- E. Request the Governing Board to approve the Agreement with Abtech Technologies for Information Technology Support Services for the 2021-2022 School Year (pages 22-29)
- F. Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2021-2022 School Year (pages 30-32)
- G. Request the Governing Board to approve the Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2020-2021 School Year (pages 33-36)

- H. Request the Governing Board to approve the Agreement with Kaizon Solutions for Janitorial Services for the 2021-2022 School Year (pages 37-45)
- I. Request the Governing Board to approve the Lease Agreement with L & M Investments for the Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from October 2021 through September 2022 (pages 46-52)
- J. Request the Governing Board to approve the Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2021-2022 School Year (pages 53-54)
- K. Request the Governing Board to approve the Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for the 2020-2021 School Year (pages 55-61)

VIII. Information Items

- A. The Superintendent's Evaluation Timeline (pages 62-63)

IX. Action Items

- A. Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2020 (page 64)

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

Close Public Hearing

- B. Request the Governing Board to approve the Adopted Budget for the Fiscal Year 2021-2022 (page 65)
- C. Request the Governing Board to approve the Adoption of Resolution 15-20/21: Retirement: Deborah Maynard (pages 66-67)
- D. Request the Governing Board to approve the 2021-2022 High School Student Calendar (pages 68-69)
- E. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2021-2022 School Year (pages 70-73)
- F. Request the Governing Board to approve the Revised Job Descriptions (pages 74-85)
- G. Request the Governing Board to approve the Student Support Services Technician Position and Job Description (pages 86-88)
- 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 (pages 89-94)

X. Superintendent's Report

XI. Governing Board Reports

XII. Recess to Closed Session

- 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 Action Taken in Closed Session

- 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

XIV. Adjournment

CONSENT CALENDAR

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board April 1, 2021

I. Call to Order

Juan Campos, Board President, called the meeting to order at 5:46 p.m. on Thursday, April 1, 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
James Aguilar, Member	San Leandro USD

Eden Area ROP Governing Board Absent:

Dot Theodore, Vice-President	Castro Valley USD
Dr. April Oquenda, Member	Hayward USD

Superintendent: Linda Granger, present

ROP Administrators in Attendance:

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

ROP Staff in Attendance:

Zennaita Bradford	Entrepreneurship Program Instructor
Heather Bystrom	Medical Careers Instructor
Rick Charles	Entrepreneurship Program Instructor
Gabriela Juarez	Executive Assistant
Deborah Maynard	Teacher on Special Assignment (TOSA)
Sukhi Sidhu	Career Counselor
Michelle Stephens	Marketing Program Instructor

Others Present:

Students of the Month and their families

III. Pledge of Allegiance

Jacqueline Vara Alba led the Pledge of Allegiance.

IV. Mission Statement

Geremi Escobar read the Eden Area ROP mission statement.

V. Approval of Agenda

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

AYES:	4 (Adams, Aguilar, Campos, Chaparro)
NOES:	0

ABSTAIN: 0
ABSENT: 2 (Oquenda, Theodore)

VI. Public Comment for Items Not on the Agenda that are Related to the Eden Area ROP

None

VII. Student of the Month Awards

The following students were honored by their teachers, ROP Staff and the Governing Board as students of the month for April 2021:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Geremi Escobar	San Leandro High School	Medical Careers	Heather Bystrom
Mery Awad	Castro Valley High School	Business Economics	Michelle Stephens
Ilce Perez Calderon	Tennyson High School	Entrepreneurship	Zennaita Bradford
Jacqueline Vara Alba	Hayward High School	Entrepreneurship	Rick Charles

Sukhi Sidhu, Career Counselor, introduced the instructors, who presented their students to the Governing Board. A framed certificate of achievement was mailed to each student. Each student was given an opportunity to introduce their family and say a few words.

VIII. Consent Calendar

Trustee Dolly Adams moved to approve the consent calendar items as follows:

A. Bill Warrants

Trustee James Aguilar seconded the motion.

AYES: 4 (Adams, Aguilar, Campos, Chaparro)
NOES: 0
ABSTAIN: 0
ABSENT: 2 (Oquenda, Theodore)

IX. Information Items

A. Career Counselor Report

Sukhi Sidhu presented to the Board about her role as the Career Counselor. She serves as the liaison between the home high schools and the ROP instructors. She supports all ROP students and parents and counsels students on a variety of services.

She serves as a liaison with the home school counselors and case managers to ensure students are receiving the necessary support. To promote outreach and support she created the "To, Through and Beyond ROP Form" and the "Course Summary Sheet." The purpose of the form was to help students connect to pathways beyond ROP. The summary sheet was created as a quick go to guide of each course description and was well received by students and counselors as a tool when making the decision about which class to select. In addition, Mrs. Sidhu developed a sophomore lesson plan to help students determine which industry would be the best fit for their personality and in turn could chose a program related to that industry. She worked collaboratively with the Chabot College counselor to create a mapping table that shows the pathways available to students after they complete the program at the Eden Area ROP.

Mrs. Sidhu shared that she provides regular reporting on grades, attendance, enrollment, information about courses, upcoming events and any behavioral concerns. She also supports students by counseling them on college options and financial aid. She provides information on different apprenticeship programs and industry and trades. She oversees the special education accommodations and social and emotional counseling.

Mrs. Sidhu shared with the Board the California CareerZone platform that she uses with students. This platform is user friendly and provides career exploration, interview practice and résumé building. It helps students understand their interests through the interest profiler and personality test. Students also learn how to apply for jobs and understand finances.

Next, Mrs. Sidhu discussed students with Individual Education Plans (IEPs) and 504 Plans. She reported that approximately 105 students attending ROP have an IEP or a 504 plan. She reviews all EAROP students' special education status and distributes IEPs to instructors. Throughout the year she communicates regularly with home school counselors and case managers as well as attends IEP and 504 plan meetings. Through the relationships built during this process, Mrs. Sidhu can provide feedback and have open communication with the team. She also provides support to instructors with implementation of accommodations.

She reported she continues to maintain strong relationships with staff at Chabot to stay informed. She is an active member of Chabot Area Counseling Collaborative (CACC). She is the liaison between instructors and Chabot Pathways. Through Mrs. Sidhu's efforts students were able to participate in virtual presentations given by Chabot staff. She also shared that she assisted seniors with the financial aid application process.

Mrs. Sidhu also provides support to meet grant requirements for WIOA and Workability.

Mrs. Sidhu concluded her report by sharing that one of the most rewarding parts of her job is celebrating the students. Students are celebrated at the Board meetings and the annual student award ceremony.

B. COVID-19 Safety Plan Update

Linda Granger, Superintendent, gave an update on the COVID-19 safety plan to provide a safe workplace for our staff, our students and the community at large.

She shared that there are several organizations that are regulating what schools are required to implement to provide a safe environment. The organizations include the Department of Education, CA Occupational Safety and Health Administration (OSHA), the State of California, the California Department of Education, the California Department of Public Health, the Alameda County Public Health Department and the Alameda County Office of Education. These organizations provide guidance or set rules that we have to implement to operate during this pandemic. Superintendent Granger provided the board with copies of our school reopening plan and our addendum to our Injury and Illness Prevention Plan (IIPP) that addresses all the requirements for OSHA.

Staff prepared their workspaces by reconfiguring and modifying classrooms and office workstations. Student desks were set up 6ft apart and some workstations were relocated. If a workstation was in a common area, plexiglass barriers were set up. Signage has been placed all around campus reminding everyone of physical distancing and safety protocols. Staff have identified traffic patterns for students in

each our classrooms to utilize so they can remain physically spaced when they are coming to and from class. Breaks will be held within the classroom as another safety precaution.

In addition to safety precaution requirements, we are required to implement transmission mitigation efforts which include passive symptom screening, physical distancing, personal protective equipment, ventilation, cleaning and disinfecting, hygiene practices and testing for staff.

Another system we are required to have in place is a response process in the event of a positive case on campus. We have identified 3 COVID Liaisons that will work with the county in the event of a positive case. There are cleaning protocols to disinfect a contaminated space. Communication protocols have been established to notify any person that may have been exposed as well as communications to the infected individual.

Superintendent Granger concluded her report by stating that we are ready for students to return safely on campus.

C. Small Cohort Instruction

Linda Granger, Superintendent, presented on the decision to implement small cohort instruction in lieu of reopening. There were two objectives staff focused on when making the decision of how and when to bring students back to campus which were helping students further develop their skills and prepare students for certifications and licenses that you could not accomplish in a virtual setting. When planning to provide the small cohort option there were several things to consider that included to continue offering distance learning only and being able to operate within the hybrid schedules for each district. The solution was to offer the small cohort Monday through Thursday in the evening from 3:30 to 5:30 pm.

The next steps were to survey teachers, students and parents to see if there was interest in a small cohort option. The results of the surveys were that there was enough interest to pursue this as viable option. Subsequent to the survey, staff was asked to adjust their hours to accommodate the evening class, a virtual parent meeting was hosted to provide an overview of the small cohort classes and permission slips were provided. The final step was to secure transportation, which had its challenges due to the limitations of the districts bussing options. However, through a recommendation the Eden Area ROP was able to secure transportation for students through ALC, Schools LLC. The majority of students were able to provide their own transportation and 38 students will be transported using the services of ALC.

Superintendent Granger shared a list of all the participating programs for the small cohorts which include Auto Collision and Refinishing, Auto Technology, Careers in Law, Construction, Culinary Science, Dental, First Responder, Merchandising and Welding. All programs are meeting from 3:30-5:30 pm with the exception of Dental and Merchandising. Dental will meet later in the evening and Merchandising during their normal afternoon time frame.

The target start date is April 12, 2021, following our spring break. Superintendent Granger concluded by sharing the costs of offering the small cohort option to students.

X. Action Items

A. Request the Governing Board to approve the Revised Eden Area ROP Mission Statement

Upon review of and a motion by Trustee Dolly Adams and a second by Trustee James Aguilar the Governing Board approved the revised Eden Area ROP mission statement.

AYES: 4 (Adams, Aguilar, Campos, Chaparro)
NOES: 0
ABSTAIN: 0
ABSENT: 2 (Oquenda, Theodore)

B. Request the Governing Board to approve the Agreement with Kori McEwen to Implement COVID-19 Testing at the Eden Area ROP Center for the 2020-2021 School Year

Upon review of and a motion by Trustee Dolly Adams and a second by Trustee Gabriel Chaparro, the Governing Board approved the agreement with Kori McEwen to implement COVID-19 testing at the Eden Area ROP Center for the 2020-2021 school year.

AYES: 4 (Adams, Aguilar, Campos, Chaparro)
NOES: 0
ABSTAIN: 0
ABSENT: 2 (Oquenda, Theodore)

XI. Superintendent's Report

Superintendent Granger highlighted that Assembly Member O'Donnell is bringing forward AB 839 proposing to increase the CTE Incentive Grant annual allocation from \$150 million a year to \$300 million year. There is a hearing next Wednesday and Superintendent Granger has been asked to testify about the benefits of the grant and how important career technical education is and how vital it is to have funding.

XII. Governing Board Reports

Trustee Juan Campos, San Lorenzo USD representative, shared that the district has approved to reopen schools on April 19, 2021.

Trustee Dolly Adams, Castro Valley USD representative, was excited to share that Redwood Continuation School will have a new principal with a background in CTE.

XIII. Adjournment

The Governing Board meeting was adjourned in memory of Jesus A. Juarez, father of Gabriela Juarez, our Executive Assistant.

The meeting was adjourned at 7:15 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



Minutes of the Regular Meeting of the ROP Governing Board May 6, 2021

I. Call to Order

Juan Campos, Board President, called the meeting to order at 5:45 p.m. on Thursday, May 6, 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
Dr. April Oquenda, Member	Hayward USD
James Aguilar, Member	San Leandro USD

Superintendent: Linda Granger, present

ROP Administrators in Attendance:

Bernie Phelan	Director of Educational Services
Craig Lang	Director of Adult Programs
Mercedes Henderson	Human Resources Administrator
Anthony Oum	Fiscal Services Administrator

ROP Staff in Attendance:

Gabriela Juarez	Executive Assistant
Deborah Maynard	Teacher on Special Assignment (TOSA)

III. Pledge of Allegiance

Anthony Oum led the Pledge of Allegiance.

IV. Mission Statement

Linda Granger 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. By the following vote, the agenda was approved.

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

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

None

VII. Consent Calendar

Trustee Dot Theodore moved to approve the consent calendar items as follows:

- A. Minutes of the Regular Governing Board Meeting of February 4, 2021
- B. Minutes of the Regular Governing Board Meeting of March 4, 2021
- C. Bill Warrants
- D. Personnel Action Items
- E. Quarterly Report on Williams Act Complaints and Resolutions
- F. Disposal of Obsolete or Surplus Items
- G. Eden Area ROP Joint Powers Authority (JPA) Agreement 2022-2028
- H. Agreement with Abraham Hill for Direct Support Professional Training for the 2021-2022 School Year
- I. Agreement with Cindy Christovale for Direct Support Professional Training for the 2021-2022 School Year
- J. Agreement with Ellen Faryna for Direct Support Professional Training for the 2021-2022 School Year
- K. Agreement with the East Bay Municipal Utility District (EBMUD) for Virtual Work-Based Learning Services for the 2021 Summer
- L. Agreements with Cabrillo Community College for the Strong Workforce Program from January 2021 through June 2023

Trustee April Oquenda seconded the motion.

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

VIII. Action Items

Open Public Hearing for the Eden Area ROP Adoption of the Recommended Textbook for the 2021-2022 School Year

Trustee Juan Campos opened the public hearing at 5:49 p.m. for the Eden Area ROP adoption of the recommended textbook for the 2021-2022 school year. The Board solicited comments from the public on the adoption of recommended textbook. No one from the public responded and thus the public hearing was closed.

Close Public Hearing

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

A. Request the Governing Board to approve the Adoption of the Recommended Textbook for the 2021-2022 School Year

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee April Oquenda the Governing Board approved adoption of the recommended textbook for the 2021-2022 school year.

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

B. Request the Governing Board to approve the Adoption of Resolution 8-20/21: Day of the Teacher

Upon review of and a motion by Trustee April Oquenda and a second by Trustee James Aguilar, the Governing Board approved the adoption of Resolution 8-20/21: Day of the Teacher.

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

C. Request the Governing Board to approve the Adoption of Resolution 9-20/21: Classified Employees' Week

Upon review of and a motion by Trustee James Aguilar and a second by Trustee April Oquenda, the Governing Board approved the adoption of Resolution 9-20/21: Classified Employees' Week.

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

D. Request the Governing Board to approve the Adoption of Resolution 10-20/21: Temporary Borrowing Between Funds

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee James Aguilar, the Governing Board approved adoption of Resolution 10-20/21: Temporary Borrowing Between Funds.

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

E. Request the Governing Board to approve the Adoption of Resolution 11-20/21: Year End Budget Transfers of Funds

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee April Oquenda, the Governing Board approved the adoption of Resolution 11-20/21: Year End Budget Transfers of Funds.

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

F. Request the Governing Board to approve the Adoption of Resolution 12-20/21: Authority to Sign Contracts for the 2021-2022 Fiscal Year

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Dot Theodore, the Governing Board approved the adoption of Resolution 12-20/21: Authority to Sign Contracts for the 2021-2022 Fiscal Year.

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

**G. Request the Governing Board to approve the Adoption of Resolution 13-20/21:
Delegation of Powers to Agents for the 2021-2022 Fiscal Year**

Upon review of and a motion by Trustee April Oquenda and a second by Trustee James Aguilar, the Governing Board approved the adoption of Resolution 13-20/21: Delegation of Powers to Agents for the 2021-2022 Fiscal Year.

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

**H. Request the Governing Board to approve the Adoption of Resolution 14-20/21:
Condemning the Recent Surge in Hate Crimes Targeting Asians and Pacific Islanders**

Upon review of and a motion by Trustee James Aguilar and a second by Trustee April Oquenda, the Governing Board approved the adoption of Resolution 14-20/21: Condemning the Recent Surge in Hate Crimes Targeting Asians and Pacific Islanders.

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

**I. Request the Governing Board to approve the Agreement with ALC Schools, LLC for
Student Transportation Services for the 2020-2021 and 2021-2022 School Years**

Upon review of and a motion by Trustee April Oquenda and a second by Trustee James Aguilar, the Governing Board approved the agreement with ALC Schools, LLC for student transportation services for the 2020-2021 and 2021-2022 school years.

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

IX. Superintendent's Report

Superintendent Granger noted that at our last Board meeting the question was asked about returning to in-person Board meetings since we are offering in-person instruction. In order to conduct in-person meetings we have to consider the size of our board room, the ability to adhere to 6 feet of physical distancing, camera and sound. At this time we do not have a space to host the meeting as we are offering our small cohort classes in the evening. Superintendent Granger does have our IT staff working on upgrading the technology to be able to provide a hybrid model for our board meetings, however, it is unlikely that can happen by our June meeting. Her alternative solution was that we can have a virtual meeting with Board members and staff in different locations on campus.

X. Communications

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

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

XI. Governing Board Reports

Trustee April Oquenda, Hayward USD representative, shared that she was excited that tomorrow HUSD would be starting in-person instruction for students.

Trustee Dot Theodore, Castro Valley USD representative, shared that as of April 12th all students, who chose to, have returned to campuses to participate in a hybrid learning model. To-date there hasn't been any COVID-19 school wide spread thanks to all the safety precautions put in place and the diligence of the staff.

Trustee James Aguilar, San Leandro USD representative, also shared that San Leandro has brought about 47% students back to campus with a hybrid option still available. He is also looking forward to meeting back in person for Board meetings, for now San Leandro USD is offering a hybrid option for meetings. He concluded by thanking the staff at the Eden Area ROP for all their hard work.

Trustee Juan Campos, San Lorenzo USD representative, echoed Trustee James Aguilar's sentiments and thanked the staff for all their hard work and overcoming all the challenges. He shared the district is in week two of in-person instruction. The district is discussing in-person graduations and the board will be hosting their first in-person board meeting on May 18, 2021.

XII. Recess to Closed Session

The meeting was called into closed session at 6:14 pm

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

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

The meeting resumed to open session at 6:24 p.m.

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

No action was taken.

XIV. Adjournment

The Governing Board meeting was adjourned in honor of staff. The meeting was adjourned at 6:25 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: June 4, 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

The bill warrants submitted for approval are for the period of April 14, 2021 through May 7, 2021 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: June 4, 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

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

CONSENT CALENDAR



DATE: June 4, 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 Abtech Technologies for Information Technology Support Services for the 2021-2022 School Year

BACKGROUND

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

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

CURRENT SITUATION

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

CONSENT CALENDAR

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

Information Technology Support Services

Prepared For:

Anthony Oum, aoum@edenrop.org



By:

Aaron Van Velsir

Abtech Technologies

PHONE: 800.474.7397 x202

avanvelsir@abtechtechnologies.com

MAY 12, 2021

Schedule A: Services Summary

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

I) Definition of Services:

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

The hourly entitlement can be used for the following services:

1) Abtech Server Maintenance Service (ASC):

ASC Service includes the following:

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

2) NOC Services:

NOC Services include the following:

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

3) Abtech Help Desk Services:

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

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

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

B) One-Time Services

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

- 1) Onboarding Services:
Onboarding services allow Abtech to implement the necessary hardware & software into the Client environment, as well as gather the necessary environment data to be recorded in our Network Operations Center.
- 2) Projects:
Any service that is not detailed in Sections A are considered projects. Project work will be quoted separately with a defined Statement of Work (SOW) and invoiced separately.

C) Recommended Software Subscription Options

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

- 1) Anti-Virus Protection:
ESET is the preferred Anti-Virus product.
- 2) Anti-Spam Protection:
Proof-Point is the preferred Anti-Spam product.
- 3) Off-Site Backup and Disaster Recovery Services:
An off-site backup and Disaster Recovery plan are recommended to avoid excess downtime and expense due to ransomware, environmental issues, and general failures. Abtech recommends subscribing to StorTrust’s hybrid cloud backup and disaster recovery services.
- 4) Microsoft Subscriptions
Any Microsoft licenses provisioned by Client or by Abtech at Client’s request (eg. Office365, Azure, etc.) will be added to the monthly invoice.
- 5) Other Third-Party Software Subscriptions
Any other third-party software licenses provisioned by Client or by Abtech at Client’s request (eg. DropSuite, AWS, etc.) will be added to the monthly invoice.

Schedule B: Covered Environment¹

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

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

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

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

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

⁴ Company issued assets only.

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

Schedule C: Pricing

Summary of Monthly Charges

Service	Description	Qty	Price	Extended Price
MMC for Managed IT Services	ASC, NOC, and Help Desk Service, entitled to up to 20 hours/month of service*	1	\$2,637.25	\$2,637.25
Antivirus Software	ESET Antivirus Licenses – Endpoints	131	\$2.50/user	\$327.50
Office365	Microsoft Office365 Subscription	NA	NA	NA
Monthly Total:				\$2,964.75

* This MMC is a special rate and is a NON-CANCELLABLE 1 Year Contract.

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

W

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

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

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

Schedule D: Add-on Pricing

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

Device	Base Number	Add-on charges/unit/month (\$)
Locations	1	0
Computer Users	50	95
Physical Servers	3	95
Virtual Servers	9	75
NAS	0	15
SAN	1	75
Computers (Desktop, Laptop)	50	25
Tablets	0	20
Windows Mobile Handhelds	0	20
Firewalls	1	20
Managed Switches	10	20
Unmanaged Switches	0	15
WAPS	3	5
Managed UPS	2	15
Multifunction Printer	1	15
Network Printers	1	10
Non-Network Printers	1	15
Software		
ESET Licenses – Endpoint	131	2.50
ESET Licenses – Mail Scanning	0	1.50
Proofpoint Anti-Spam	0	1.50
Microsoft Office 365 Licenses		Call Abtech for Pricing

Abtech Service Order: Managed IT Services WMS

Client:	Eden Area ROP		
Service Start Date:	7/1/21	Contract Renewal Date:	6/30/22
Contract Number:		Invoiced:	Monthly, in arrears
		Terms:	Net 30
Contract Period of Maintenance:	6am-6pm PST, Monday-Friday, excluding Abtech Observed Holidays*		
	Primary Location	Additional Locations	
Location(s) and Phone #:	26316 Hesperian Blvd. Hayward, CA 94545 (510)798-4005		
	Primary Contact	Additional Contacts	
Client Contacts:	Anthony Oum		
Contact E-mail:	aoum@edenrop.org		

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

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

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

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

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

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

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

Agreed to:

Client:



Signature

Anthony Oum

Print Name

Fiscal Services Administrator

Title

June 4, 2020

Date

Agreed to:

Abtech Technologies, Inc.

Signature

Print Name

Title

Date



DATE: June 4, 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) for Delivery Services for the 2021-2022 School Year

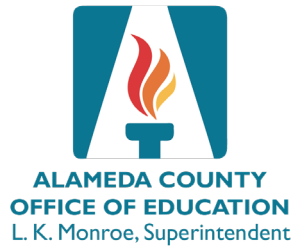
BACKGROUND

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

CURRENT SITUATION

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

CONSENT CALENDAR



2021/2022

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

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

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

The cost of providing the service is **\$3,996.58** for **2021/2022** with payment in full to be made upon billing by the COUNTY OFFICE. The charge may be increased or decreased should operating costs exceed or fall below the projections; however, all districts involved would receive their pro-rated share of the increased costs or cost reductions.

The term of this contract is from **July 1, 2021** through **June 30, 2022**.

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

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

26316 Hesperian Blvd., Hayward, CA 94545

The contact person at the delivery site will be:

Anthony Oum/510-293-2906

The COUNTY OFFICE will:

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

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

The DISTRICT will:

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


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

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

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

Eden ROP

Alameda County



Authorized Agent

Date: 06/03/2021

Dr. Candi Clark

Associate Superintendent of Business Services
Alameda County Office of Education

for Alameda County Office of Education

Date: _____



DATE: June 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2021-2022 School Year

BACKGROUND

With the passage of the Affordable Care Act, employers with over 50 employees are required to file annual information returns that provide information about health plan coverage via the completion of a form 1095.

CURRENT SITUATION

Since the 2018 tax year the Eden Area ROP has met the threshold of at least 50 employees, and therefore, is required to provide health care coverage information to employees for tax purposes. To assist us in adhering to this requirement, we have contracted with Burnham Benefits Insurance Services.

CONSENT CALENDAR

Employer Reporting Services Agreement

This Agreement ("Agreement") is between Eden Area ROP ("Client") and Burnham Benefits Insurance Services ("Burnham") and is effective as of June 1, 2021.

Burnham has entered into third party agreement with Greatland Corporation to create and file the appropriate ACA 1095 reporting on behalf of our clients.

Scope of Services to be Provided by Burnham

Burnham will work with both Eden Area ROP and Greatland to facilitate the final coding, filing and distribution of the required 1095-C's. The 2021 Services includes the actual printing and distribution of Form 1095-Cs.

Upon execution of this Agreement, Burnham shall provide Client with a specified timeline to provide the data needed in order for Burnham to guarantee timely performance of the 2021 Services.

Burnham's 2021 Services are not intended to constitute legal or tax advice.

Client's Responsibilities

Client agrees to timely provide Burnham with the necessary data and records that Burnham requires to perform the 2021 Services under the terms of the Agreement. The timeframe for Client to provide the necessary information will be as follows to ensure timely completion of the 2021 Services by Burnham.

- Preliminary submission by November 16
- Final submission no later than December 15

Client is responsible for ensuring data and records are accurate, complete, and timely provided to Burnham and that the Forms generated by the Software Product are true and accurate. Client will promptly review all Forms generated by the Software Product in connection with the 2021 Services and promptly notify Burnham of any errors, omissions, or discrepancies with Client's records. Burnham makes no warranties, express or implied, in fact or in law, that the Forms generated by the Software Product are correct and accurate.

Client, not Burnham, is solely responsible for complying with the requirements of Code Section 6056, including its filing and disclosure deadlines, and any other legal or tax requirements related to this Agreement.

Client is responsible for retaining copies of all documentation received from, or provided to, Burnham in connection with the 2021 Services in accordance with the Client's business practices, and to the extent required by applicable law.

Employer Reporting Services Agreement

Term

This Agreement becomes effective as of the date of the signing of the Agreement by Client and terminates upon the completion of the 2021 Services hereunder.

Confidentiality

All sensitive information received from Client to perform the 2021 Services under this Agreement is agreed to be handled in a manner in the strictest confidence and consistent with State of California and Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") guidelines.

Disputes / Arbitration

In the event of a dispute between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this Agreement (the "Dispute"), and if the Dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Any such mediation shall be completed within sixty (60) days of the time notice of a Dispute is given by one party, unless the parties agree to extend the time limits.

If mediation does not resolve the Dispute, the parties shall arbitrate the Dispute. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules (except as modified herein), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof within the State of California. Arbitration shall take place in the State of California, County of Orange. The arbitrator shall provide a decision in writing stating his/her reason and rationale for the decision. Prior to the arbitration, the parties shall have the right to demand from one another the disclosure of relevant and discoverable documents, as well as a list of witnesses the other party intends to call at the arbitration, and a summary of the issues to be raised, which information shall be provided two (2) weeks in advance of the arbitration date. Arbitration shall be the parties' exclusive remedy.

Miscellaneous

Under no circumstances shall failure by either party to insist upon compliance with any provision of this Agreement, or either party's delay or failure to exercise of any right or remedy under this Agreement, operate to waive or modify any such provision, right or remedy or render it unenforceable as to any other time or occurrence.

Neither party may assign all or a portion of its rights or duties hereunder without the prior written consent of the other party.

In the event of any Dispute between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this

Employer Reporting Services Agreement

Agreement, to the extent such Dispute is resolved through arbitration or litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

This Agreement shall inure to the benefit of the respective successor and permitted assigns of each party and shall be binding upon the successors and permitted assigns of each party.

Nothing in this Agreement is intended to confer upon any other party any rights or remedies hereunder, and no third party may claim to be a beneficiary of this Agreement.

The validity and interpretation of the provisions of this Agreement will be governed by the laws of California without regard to any provisions governing conflict of laws, and both parties agree that, subject to the provision entitled "Disputes/Arbitration," the exclusive jurisdiction and the proper venue for any action brought hereunder will be the court of California or the federal courts in California.

In WITNESS WHEREOF, the parties, by their duly authorized representatives, have entered into this Agreement, effective June 1, 2021.

Total Project Fee: \$4,100 Billed in-full at start of project

Client

Signature

Date

Title

Burnham Benefits Insurance Services

Signature

Date

Title



DATE: June 4, 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 Kaizon Solutions for Janitorial Services for the 2021-2022 School Year

BACKGROUND

Each year, Eden Area ROP contracts with Kaizon Solutions to provide janitorial services.

CURRENT SITUATION

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

CONSENT CALENDAR

COMMERCIAL CLEANING PROPOSAL

PREPARED FOR:
EDEN AREA ROP



WHY CHOOSE US?

Kaizon Solutions is a privately-owned and operated, full-service cleaning company. We have been in business since 1973.

- We provide a customized cleaning solution for every cleaning schedule based on the facility, the type of industry, budget amount, and personal preferences shared with us during the initial meeting.
- Our process- we believe that when procedures are followed, there is consistency in practice for work processes. This helps to ensure that things are done the same way, every time and that all steps are followed.
- We pay our cleaning technicians more than the industry standard because we believe in finding the best staff and investing into them. Our cleaning technicians are background checked, drug screened, bonded, and insured.
- Our Operations department does regular follow up calls, site visits and inspections to proactively ensure a high level of customer satisfaction is being met consistently.
- Partnering with Kaizon Solutions provides you peace of mind, allowing you to devote your time and energy on your business, not the cleanliness of your building.
- We use the latest technology and standards in our bidding process to create the most accurate bid while keeping in mind budget restraints for our customers.

SERVICE GUARANTEE

We will respond to issues or concerns within 24 hours and will do everything that it takes to correct the issue by the next scheduled service.



SCOPE OF WORK

EACH SERVICE

- Remove trash and spot clean trash receptacles
- Clean and disinfect desks, countertops, table tops
- Clean and disinfect drinking fountains
- Spot vacuum all carpeted floors
- Mop and disinfect all hard surface floors
- Spot clean all mats and runners
- Spot clean glass entrance doors and partitions
- Clean and disinfect toilet bowls, urinals and sinks
- Spot clean restroom mirrors
- Clean and disinfect sinks and dispensers
- Spot clean chairs, cabinets and vending machines
- Clean and disinfect break room surfaces
- Clean and disinfect break room appliance exteriors
- Restock restroom/break room dispensers with Customer's supplies

WEEKLY

- Dust horizontal surfaces such as file cabinets, copy machines, bookshelves and tables (excludes walls)
- Dust desktops and accessories such as calculators, calendars, letter trays, etc.
- Dust vinyl furniture
- Clean and disinfect smudges from desks, partitions, doors and light switches
- Spot clean carpet stains smaller than a quarter and no more than a total of 8 spots
- Vacuum or damp mop mats and runners
- Clean and disinfect restroom mirrors
- Spot clean bathroom walls, partition walls and doors

MONTHLY

- Clean and disinfect partition walls and doors in restrooms
- Low dusting of chair rails and legs, desk and table legs, baseboards, ledges, vents, etc.
- High dusting of ledges, picture frames, door frames, wall vents, etc.
- Vertical dusting of sides of desks, cabinets, files, bookshelves, etc.
- Dust window sills
- Vacuum upholstered furniture



OTHER SERVICES OFFERED

Carpet

- Spot removal
- Hot water extractions

Supply Management

- Paper products
- Hand soap
- Trash can liners

Upholstery and Workstations

- Vacuum partitions
- Extraction cleaning

Post Construction Clean-Ups

- Picking up construction debris
- Renting dumpster and hauling away debris
- Deep cleaning of newly finished area

One-time Cleans

- Deep cleaning before move-in
- Deep cleaning after move-out
- Cleaning up after special events

Hard Surface Floors

- Burnishing
- Strip and refinish (wax)
- Maintenance plans

Windows

- Washing blinds
- Washing Inside and Outside (ground floor only outside)

Lighting

- Cleaning lights and light fixtures
- Replacing bulbs

Facility Maintenance

- Floor maintenance plans
- Light electrical & plumbing repairs
- Painting
- Parking lot maintenance
- After-Hours Emergencies



PRICING AGREEMENT

Customer:	Eden Area ROP
Cleaning Location:	26316 Hesperian Boulevard Hayward, CA 94545
Type of Service:	Monthly Janitorial Service
Frequency:	5 times per week
Pricing:	\$6,525.00 per month
Contract Dates:	FY 2021-2022 (07/01/2021 – 06/30/2022)

Pricing valid for 90 days from proposal date

Other Conditions
<p>Monthly Commercial pricing is based on continuous billing with no credits for school summer, winter, spring breaks, and holidays, also includes Bi-Annual Deep Cleaning Floor Services. Bi-Annual Floor Services are detailed below. Special Call Out services will be pre-authorized and billed separately per occurrence. This is the second year of the 2 year price guarantee. Any increase for the next term and/or adjustments to monthly pricing will be discussed prior to the effective date, and will not exceed \$1,200/ annually.</p> <p>Bi-Annual Floor Services included:</p> <p>Cleaning of all carpeted areas, strip & wax of vinyl flooring and machine scrub tiles areas throughout campus.</p>

By executing this Agreement, the parties agree to be bound by the terms and conditions set forth in the accompanying Service Agreement.



SERVICE AGREEMENT

This Agreement is made between Kaizon Solutions, located at 1580 Oakland Rd Ste C206 San Jose, CA 95131, and Eden Area ROP, located at 26316 Hesperian Boulevard Hayward, CA 94545 ("CUSTOMER"). Both KAIZON SOLUTIONS and CUSTOMER AGREE that KAIZON SOLUTIONS will begin service on, 07/1/2021, with the following terms and conditions:

1. CUSTOMER agrees to contract and pay KAIZON SOLUTIONS \$6,525.00 each month to perform janitorial services according to the PRICING AGREEMENT.
2. CUSTOMER agrees service shall be performed on Monday;Tuesday;Wednesday;Thursday;Friday.
3. CUSTOMER agrees services shall be performed between the hours of 5:00 PM and 10:00 PM.
4. KAIZON SOLUTIONS, agent representative or independent contractor will provide all chemicals, equipment, labor and supervision. CUSTOMER will provide all restroom paper products, hand soap, trash can liners, and any other necessary items unless otherwise agreed upon.
5. CUSTOMER agrees to verbally notify KAIZON SOLUTIONS of any non-performance prior to written notification.
6. CUSTOMER agrees that during the term of this agreement and within one (1) year after termination of this agreement, it will not employ directly or indirectly any employees, agent representatives or independent contractors of KAIZON SOLUTIONS.
7. CUSTOMER agrees to an agreement term of one (1) year. Continuing thereafter month-to-month until CUSTOMER gives written notice of termination at least thirty (30) days prior to said termination date. All written notices must be timely.
8. CUSTOMER agrees this agreement may be terminated for non-performance only, and CUSTOMER must give KAIZON SOLUTIONS written notice specifying in detail the nature of any defect in performance by sending an email to support@kaizonsolutions.com. A non-performance defect is defined as the failure, neglect or refusal to perform an act stipulated under this Agreement, or as outlined in the attached Scope of Work. Upon the effective date of receipt of written notice of non-performance, KAIZON SOLUTIONS, at its election, will have up to ten (10) days in which to cure the defect in performance regarding the Scope of Work. In the event the defect is not cured according to the Scope of Work within ten (10) days from the effective date of such notice, the CUSTOMER will provide a second written notification, as described herein to KAIZON SOLUTIONS of the failure to cure the defect. In the event the second notice is not received within five (5) days from the end of the tenth (10th) day from the effective date of the first notice, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall terminate thirty (30) days from the date of the second notice. In the event the second notice is not received within the specified time, all alleged non-performance by KAIZON SOLUTIONS will be deemed cured.
9. Terms: Invoices are sent out on the 1st of each month, with current payment due by the 30th of that month, delinquent by the 10th of the following month. A finance charge of 1.5% per month will be assessed on all delinquent accounts.
10. CUSTOMER agrees to pay all sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased.
11. KAIZON SOLUTIONS annually observes the following holidays: New Year's Day, President's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

Eden Area ROP



Authorized Company Representative Signature

Name: Anthony Oum

Title: Fiscal Services Administrator

Date: 06/04/2021

KAIZON SOLUTIONS

Name: Katie Hawley

Title: Owner

Date: 5/13/2021



**KAIZON
SOLUTIONS**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2021

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

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

PRODUCER AHI Group 2143 E 151st Street Olathe, KS 66062 License #: 262718591-000	CONTACT NAME: Donald E. Hines, Jr. PHONE (A/C, No, Ext): 913-839-1478 FAX (A/C, No): 913-839-1479 E-MAIL ADDRESS: don@autohomeinsurancegroup.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Acceptance Indemnity Company</td> <td>010611</td> </tr> <tr> <td>INSURER B: Allied Property & Casualty Insurance Company</td> <td>42579</td> </tr> <tr> <td>INSURER C: Princeton Excess</td> <td>003780</td> </tr> <tr> <td>INSURER D: Old Republic Surety Company</td> <td>19445</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acceptance Indemnity Company	010611	INSURER B: Allied Property & Casualty Insurance Company	42579	INSURER C: Princeton Excess	003780	INSURER D: Old Republic Surety Company	19445	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED Max10 CA LLC DBA Kaizon Solutions 1580 Oakland Rd Ste 206 San Jose, CA 95131															

COVERAGES
CERTIFICATE NUMBER: 00011717-649288
REVISION NUMBER: 47

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insu <input checked="" type="checkbox"/> Blkt Waiver of Subr GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CL00203080	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			ACPBAPC3009989950	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ ZERO			82A3FF0003012-00	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	BUSINESS SERV BOND			W150290428	01/01/2021	01/01/2022	Per Employee 50,000

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

Eden Area ROP, its trustees, officers, agents, employee and volunteers, individually and collectively, are named as additional insureds on General Liability as per the attached endorsement.

CERTIFICATE HOLDER
CANCELLATION

Eden Area ROP 26316 Hesperian Blvd Hayward, CA 94545	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">(DON)</div>
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Property Service Workers Protection Act

The Property Service Workers Protection Act is a newly passed law that requires all janitorial employers to:

1. Register with the State of California Labor Commissioner's Office by October 1, 2018
2. Provide employees sexual harassment prevention training every two years

Janitorial Registration Frequently Asked Questions

Q: What is the deadline for janitorial service providers to be registered with the Labor Commissioner's Office?

A: The Property Service Workers Protection Act requires all janitorial service providers to be registered by October 1, 2018 to be in compliance with the law and avoid penalties. The registration is valid for one year and must be renewed annually.

Q: Who must register as a janitorial service provider or contractor?

A: Anyone that employs at least one employee and one or more covered workers, and that enters into contracts, subcontracts, or franchise arrangements to provide janitorial services must register yearly with the Labor Commissioner's Office.

Q: What are the consequences for janitorial contractors who fail to register?

A: Janitorial contractors or employers who fails to register are subject to a civil fine of \$100 for each calendar day the employer is unregistered, not to exceed \$10,000.

Q: What are the consequences for hiring unregistered janitorial contractors?

A: Any person or entity that contracts for janitorial services with an employer not registered at the time the contract is executed, extended, renewed, or modified, is subject to a civil fine of \$2,000 to \$10,000 in the case of a first violation, and a civil fine of \$10,000 to \$25,000 for a subsequent violation.

Kaizon Solutions wants customers to make an informed decision when selecting a provider for their janitorial needs. If you decide to go with another company, please remember to ask if they are registered under the new Property Service Workers Protection Act. Going with the lowest bidder could mean unnecessary and costly fines for your business.

Use the website and registration number below to verify Kaizon Solutions ' registration with the state:

- <https://cadir.secure.force.com/RegistrationSearch>
- Kaizon Solutions Registration #: JS-LR-000021513





DATE: June 4, 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 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

BACKGROUND

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

CURRENT SITUATION

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

2430 Acme Court, Turlock, CA 95380

The lease agreement will commence from October 1, 2021 to September 30, 2022.

CONSENT CALENDAR



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE AGREEMENT

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

Date (For reference only): Apr 15, 2021

L & M Investments

Eden Area ROP

("Landlord") and

("Tenant") agree as follows:

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

2. **TERM:** The term begins on (date) October 2021 ("Commencement Date"), (Check A or B):

☒ A. **Lease:** and shall terminate on (date) September 30, 2022 at 11:59 ☐ AM ☒ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

☐ B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

☐ C. **RENEWAL OR EXTENSION TERMS:** See attached addendum _____.

3. BASE RENT:

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

☒ (1) \$ 1800.00 per month, for the term of the agreement.

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

☐ (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____.

☐ (4) In accordance with the attached rent schedule.

☐ (5) Other: _____.

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

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

4. RENT:

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

B. Payment: Rent shall be paid to (Name) L & M Investments at (address) P.O. Box 3066, Turlock, CA 95381, or at any other location specified by Landlord in writing to Tenant.

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

5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on _____.

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

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

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

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

Landlord's Initials (BL) (_____)

Tenant's Initials (_____) (_____)



7. PAYMENTS:

	<u>TOTAL DUE</u>	<u>PAYMENT RECEIVED</u>	<u>BALANCE DUE</u>	<u>DUE DATE</u>
A. Rent: From <u>10/1/2021</u> To <u>9/30/2022</u> Date Date	\$ 1800.00/month	\$ _____	\$ _____	_____
B. Security Deposit	\$ _____	\$ _____	\$ _____	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ _____	\$ _____	\$ _____	_____

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

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

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

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

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

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

14. PROPERTY OPERATING EXPENSES:

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

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

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

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

17. MAINTENANCE:

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

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

Landlord's Initials (br) (_____)

Tenant's Initials (_____) (_____)

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

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

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

Landlord's Initials ()Tenant's Initials () ()

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

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

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

Landlord's Initials

Tenant's Initials

Landlord's Initials (*h*) ()Tenant's Initials () ()

Premises: 2480 Acme Court, Turlock, CA 95380

Date April 15, 2021

36. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

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

Landlord: L & M Investments
P.O. Box 3066
Turlock, CA 95381

Tenant: Eden Area ROP

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

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

39. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: _____

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

41. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

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

43. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

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

Listing Agent: _____ (Print Firm Name) is the agent of (check one):

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

Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

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

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

Landlord's Initials (ph) (_____)

Tenant's Initials (_____) (_____)



Premises: 2480 Acme Court, Turlock, CA 95380

Date April 15, 2021

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

Tenant _____ Date _____

(Print name)

Address _____ City _____ State _____ Zip _____

Tenant _____ Date _____

(Print name)

Address _____ City _____ State _____ Zip _____

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

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

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

Landlord _____ Date 4-16-21
(owner or agent with authority to enter into this agreement) L & M Investments

Address P.O. Box 766 City Turlock State CA Zip 95381

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

Address _____ City _____ State _____ Zip _____

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

Real Estate Broker (Leasing Firm) _____ CalBRE Lic. # _____

By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ CalBRE Lic. # _____

By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

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Reviewed by _____ Date _____





DATE: June 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2021-2022 School Year

BACKGROUND

Joint Powers Authority ROP programs throughout the state have joined together with School Services of California over the past few years to collectively advocate for the needs of career technical education programs statewide. Previously, this agreement has been managed via Metro Ed as the fiscal lead. The rate for each ROP is based on the number of ROPs participating.

CURRENT SITUATION

The JPA ROP group meets regularly to identify and develop strategies to support the needs for CTE students. We have identified the following goals:

1. Preserve and protect the State's ongoing CTE funding and programs
2. Maintain flexibility of workforce
3. Preserve LCFF funding levels

CONSENT CALENDAR



Career Technical Education Joint Powers Authority Coalition

Letter of Agreement to Participate 2021–22

The _____ expresses its agreement to participate in the Career Technical Education Joint Powers Authority Coalition (Coalition), effective July 1, 2021, through June 30, 2022.

As a participant, our Joint Powers Authority (JPA) agrees to support and participate in legislative efforts for sustained funding for Career Technical Education (CTE) programs and direct funding for JPAs that provide CTE programs.

To assist in this effort, the Metropolitan Education District (MetroED) will contract with School Services of California Inc. (SSC) to provide legislative services for the Coalition. Legislative services shall include, but not be limited to, representing and advocating on behalf of the Coalition before the California State Legislature, the Governor's Office, the California Department of Finance, the California Department of Education, the California Community College Chancellor's Office, and other state departments, as appropriate.

In addition, SSC staff shall organize and facilitate at least two in-person meetings (to the extent possible) of the Coalition as well as regular conference calls throughout the year. Meetings and conference calls shall be used to provide policy updates on matters related to CTE and to give Coalition members a shared space to discuss best practices and to identify challenges and opportunities in their CTE programs. SSC staff will work with members of the Coalition to develop the agenda for the meetings and conference calls.

The contract on behalf of the Coalition shall be for the period of 12 months, beginning July 1, 2021, and terminating June 30, 2022. The contracted amount will be equal to \$4,500 per participant, which includes expenses.

The membership fee for July 1, 2021, to June 30, 2022, is \$4,500 per participant, for the term of the contract.

Superintendent Name:	
Email Address:	
Name of JPA:	
Enrollment Count:	County:
Mailing Address:	
Telephone No.:	Fax No.:
List of Participating School Districts:	
Membership Fee:	\$4,500.00

Additional Contacts (for CTE JPA Coalition emails):

Name	Job Title	Email Address

Signature _____

Date _____

Please make checks payable to MetroED. This serves as an official invoice.

Please make checks payable to MetroED and submit this agreement along with payment to:

c/o Tina Gerges
School Services of California Inc.
1121 L Street, Suite 1060
Sacramento, CA 95814
Questions? Email: kellys@sscal.com or leilania@sscal.com



DATE: June 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director of Adult Education
SUBJECT: Request the Governing Board to approve the Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for the 2020-2021 School Year

BACKGROUND

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

CURRENT SITUATION

The Administrative Support Specialist and Program Specialist have been working to transition to the new Orbund student information system (SIS) this fiscal year. During the time while adult classes were still running, both positions had to manage the old system as back up while transitioning to the new SIS. As the end of the fiscal year is approaching, there are accounting and accounts receivable work that needs to be completed. The attached agreement is our working agreement with independent contractor, Sonia Elgar, for 2020-2021 school year. Sonia has supported the business department in the past when we have had staff out on leave, and/or for department's special projects.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement")
for the 2020-2021 school year

BETWEEN

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

OF THE FIRST PART

-AND-

Sonia Elgar
(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.
- C. Sonia Elgar has a background in Administration, Accounting, Budget, Auditing, Receivable, and Purchasing and is willing to provide services to Eden Area ROP based on this background.

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 but not limited to the following:
 - Receive and process requisitions and generate the purchase orders
 - Prepare budget transfers or budget revisions for purchase requisitions
 - Prepare open purchase orders for utilities, insurance, supplies, mileage, copy services, maintenance agreements and standard recurring expenditures
 - Maintain all vendor files
 - Maintain all contracts and insurance certificates binders and spreadsheet

- Monitor monthly copier readings and prepare spreadsheets for journal entry into Escape
- Prepare all journal entries for both revenues and expenditures for materials, supplies, services, contracts and capital assets and leasehold expenditures,
- Arrange for equipment repairs or services as necessary
- Prepare invoices for grants and awards
- Receive, process and deposit all payment of invoices and all other receipts issued through receipt book or QuickBooks
- Record revenues and accounts receivable in Escape accounting system
- Monthly monitor and follow up receivables/revenues as inter district transfers from member districts and ACOE
- Monthly reconciliation of cash account in Escape
- Maintain binders of budget transfers, journal entries, cash, inter fund transfers
- Order, distribute and maintain inventory of keys.
- Assist Business Manager with daily tasks as needed
- Perform other duties as assigned
-

Term of Agreement

2. The term of this Agreement will be from May 14, 2021 and will remain in full force and effect until June 30, 2021 not to exceed 55 total hours, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

4. Eden Area ROP will pay a fee to Sonia Elgar for the Services based on \$70.00 per hour. This fee shall be payable monthly, no later than the last day of the month following the period during which the Services were performed.
5. Service Provider must submit an itemized invoice to Business Services which includes: dates, time and type of worked accomplished.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

13. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if

evidenced in writing signed by each party or an authorized representative of each party.

Notice

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

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

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

19. The Service Provider agrees to hold harmless and indemnify Eden Area ROP and its Governing Board, officers, agents, and employees from any and all claims and

losses accruing or resulting against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 14th day of May, 2021.

Sonia Elgar, Service Provider

Date

Linda Granger, Superintendent
Eden Area ROP

Date

INFORMATION ITEMS



DATE: June 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: The Superintendent's Evaluation Timeline

BACKGROUND

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

CURRENT SITUATION

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

RECOMMENDATION

Information only

Superintendent's Evaluation Action/Timeline 2021-2022

2021
Aug

The Superintendent will present draft of 2021-2022 goals to the Governing Board in closed session.

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

2021
Sept

If needed, the Superintendent will present to the Governing Board finalized goals for the 2021-2022 school year.

2022
March

Reminder to the Governing Board of notification for extension of the Superintendent's contract by March 31, 2022.

2022
Apr 15

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

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

2022
May

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

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

2022
Jun

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

Employment contract is finalized and approved.

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

ACTION ITEMS



DATE: June 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2020

BACKGROUND

Pursuant to the standards for financial and compliance audits, the Eden Area ROP is audited by an independent auditor in compliance with the Government Auditing Standards, issued by the Controller General of the United States, and Standards and Procedures for Audits of California K-12 Local Educational Agencies, as prescribed by the State Controller.

CURRENT SITUATION

For the Fiscal Year ending June 30, 2020, the Eden Area ROP exhibits compliance with the Governmental Accounting Standards Board (GASB) Statement No. 34 – Basic Financial Statement – and Management's Discussion and Analysis – for State and Local Governments. Included in the report is the Eden Area ROP management analysis of the Program's overall financial position called the Management Discussion and Analysis (MD&A). Per GASB Statement No. 34, fund financial statements now focus on major funds and they are prepared using the full accrual accounting method, including the reporting of major classes of capital assets.

The report is included under separate cover and is available for review by the public upon request.

RECOMMENDATION

It is recommended that the Governing Board approve the Annual Independent Auditor's Report for the fiscal year ending June 30, 2020.



DATE: June 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Adopted Budget for Fiscal Year 2021-2022

BACKGROUND

California State law requires that each public school agency prepare an annual operating budget and approve such by June 30th of each year. Additionally, the District Board of Education shall certify in writing whether or not the District is able to meet its financial obligations for Fiscal Year (FY) 2021-2022 and, based on current forecasts, for two subsequent fiscal years. Such certification is classified as positive, qualified or negative, pursuant to standards and criteria adopted by the State Board of Education.

CURRENT SITUATION

The proposed FY 2021-2022 Adopted Budget is submitted to the Eden Area ROP Governing Board for their review, comment and approval. A complete budget packet with supplemental backup data will be provided under separate cover to the Governing Board. Additionally, copies are available to the public, upon request.

The FY 2021-2022 Adopted Budget was prepared and reviewed in accordance with all state and adopted criteria and standards in line with the Governor's new budget Local Control Funding Formula (LCFF).

The Governing Board understands its fiduciary responsibilities to maintain fiscal solvency for the current and subsequent two fiscal years in certifying the FY 2021-2022 Adopted Budget as positive. The FY 2021-2022 Adopted Budget confirms Eden Area ROP's ability to meet all financial obligations for the current FY and two subsequent FYs. Lastly, Eden Area ROP continues to meet and exceed AB 1200 requirements.

RECOMMENDATION

It is recommended that the Governing Board approve the Adopted Budget for Fiscal Year 2021-2022.



DATE: June 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 15 20/21: Retirement: Deborah Maynard

CURRENT SITUATION

The attached Resolution 15 20/21 recognizes Deborah Maynard on the occasion of her retirement for dedicated and compassionate service to the Eden Area ROP students and extends appreciation for her service.

RECOMMENDATION

It is recommended that the Governing Board approve the Adoption of Resolution 15 20/21: Retirement: Deborah Maynard.

EdenAreaROP RESOLUTION NO. 15-20/21

Retirement: Deborah Maynard

WHEREAS, Deborah Maynard has worked in public education for 24 years; and

WHEREAS, Deborah Maynard supported and implemented the Eden Area ROP's mission 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; and

WHEREAS, Deborah Maynard has been instrumental in providing career technical education and academic support to the students of the four participating school districts of the Joint Powers Agreement (JPA): Castro Valley, Hayward, San Leandro and San Lorenzo School Districts; and

WHEREAS, Deborah Maynard has served with great distinction; and

WHEREAS, Deborah Maynard has been a warm, thoughtful, honorable and dedicated employee and friend with a compassionate heart for the students and staff of the Eden Area ROP; and

WHEREAS, Deborah Maynard has decided to retire from Public Education on June 30, 2021;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area ROP Governing Board do hereby commend Deborah Maynard and express their sincere appreciation for her significant service to the Eden Area ROP; and

BE IT FURTHER RESOLVED, that the ROP Governing Board extends the very best wishes and congratulations to Deborah Maynard and that a copy of this resolution be presented to her as an expression of great esteem and gratitude.

PASSED AND ADOPTED this 4th day of June 2021.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Juan Campos, Board President
Eden Area ROP Governing Board



DATE: June 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the 2021-2022 High School Student Calendar

BACKGROUND

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

CURRENT SITUATION

Currently, all four school districts have adopted school calendars. The attached Eden Area ROP high school student calendar is being presented that best coincides with the district calendars.

RECOMMENDATION

It is recommended that the Governing Board approve the 2021-2022 high school student calendar.

JULY

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
0				

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
16				

MAY

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

JUNE

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
0				

IMPORTANT DATES

July 5, 2021	Independence Day*
August 10, 2021	Professional Development
August 11, 2021	Professional Development
August 12, 2021	Professional Development
August 13, 2021	Teacher Work Day

No 10 month classified

August 16, 2021	First day of school
September 6, 2021	Labor Day*
November 11, 2021	Veterans Day*
November 22-26, 2021	Thanksgiving Break

No students, instructors, 10 month classified, 11 month classified & career counselor

December 17, 2021	End of 1st Semester
December 20-31, 2021	Winter Break
January 17, 2022	Martin Luther King Jr. Day*
February 14, 2022	Lincoln's Birthday*
February 21, 2022	President's Day*
April 11-15, 2022	Spring Break

No students, instructors, 10 month classified, 11 month classified & career counselor
November 25-26, Thanksgiving Holiday*

May 27, 2022	Last Day of School
May 30, 2022	Memorial Day*
May 31, 2022	Teacher Work Day

No students & 10 month classified

*Holiday

DISTRICTS' FIRST DAY OF CLASS

August 10, 2021	Castro Valley USD
August 26, 2021	Hayward USD
August 18, 2021	San Leandro USD
August 19, 2021	San Lorenzo USD

DISTRICTS' LAST DAY OF CLASS

May 27, 2022	Castro Valley USD
June 14, 2022	Hayward USD
June 9, 2022	San Leandro USD
June 8, 2022	San Lorenzo USD

NUMBER OF INSTRUCTIONAL DAYS

180 days of instruction

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

EMPLOYEE WORK CALENDAR

August 10, 2021-May 31, 2022	10 Month Certificated
August 2, 2021-June 6, 2022	Career Counselor
August 10, 2021-May 27, 2022	10 Month Classified
August 2, 2021-June 30, 2022	11 Month Classified
July 1, 2021-June 30, 2022	12 Month Classified



DATE: June 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2021-2022 School Year

BACKGROUND

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

CURRENT INFORMATION

The Superintendent is requesting that the Governing Board review the calendar dates through June 2022 and make any necessary changes to accommodate the annual schedule.

There are a few potential conflicts for the 2021-2022 schedule. Staff will offer options to resolve these conflicts. Staff has also assured the proposed dates do not conflict with the scheduled districts' board meetings.

RECOMMENDATION

It is recommended that the Governing Board approve the calendar of Governing Board meetings for the 2021-2022 school year.



Date: June 4, 2021
To: Eden Area ROP Governing Board Members
From: Linda Granger, Superintendent
Re: 2021-2022 Governing Board Meeting Dates

There are a couple potential conflicts for the 2021-2022 Governing Board meeting schedule. Below are options to resolve these conflicts. Staff has also assured the proposed dates do not conflict with the scheduled districts' Board meetings.

DECEMBER MEETING:

CSBA will be holding their Annual Education Conference Thursday, December 2, 2021 through Saturday, December 4, 2021 in San Diego, CA. This will conflict with our December meeting if Governing Board members are planning on attending the conference in person. The virtual AEC will be held from Thursday, December 9, 2021 through Friday, December 10, 2021. The Eden Area ROP staff is suggesting the following options:

1. Leave the meeting at our regularly scheduled time on December 2, 2021 at 5:45 pm
2. Change the date to Monday, December 6, 2021 at 5:45 pm
3. Change the date to Thursday, December 9, 2021 at 5:45 pm

District Meetings in December:

San Leandro	Tuesdays	TBD
San Lorenzo	Tuesdays	7, 21
Hayward	Wednesdays	8
Castro Valley	Wednesdays	8

JUNE MEETING:

Due to conflicts with graduation ceremonies, the Board has typically chosen an alternative date to the first Thursday of the month for the June Board meeting. Based on the last day of

school for each of the districts, the following dates for the June Board meeting are being suggested:

- Thursday, June 16, 2022 at 5:45 pm
- Friday, June 17, 2022 at 5:45 pm

Districts' Last Day of School:

Castro Valley	Friday	5/27/22
San Lorenzo	Wednesday	6/8/22
San Leandro	Thursday	6/9/22
Hayward	Tuesday	6/14/22



GOVERNING BOARD MEETING DATES 2021-2022

The Eden Area ROP Governing Board meets the first Thursday of every month and meetings begin promptly at 5:45 p.m. in the Eden Area ROP Boardroom in Building A, unless posted otherwise. The Eden Area ROP is located at 26316 Hesperian Blvd, Hayward, CA 94545. The following dates have been scheduled for 2021-2022:

July 2021	No Meeting Scheduled
August 5, 2021	
September 2, 2021	
October 7, 2021	
November 4, 2021	
December 2021	TBD by the Governing Board
January 2022	No Meeting Scheduled
February 3, 2022	
March 3, 2022	
April 7, 2022	
May 5, 2022	
June 2022	TBD by the Governing Board

Governing Board Terms 2021-2022 School Year

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

Board Member	Board Title	District	Term	New Term Commences
Juan Campos	President	San Lorenzo	1/20-12/21	1/2022
Dot Theodore	Vice-President	Castro Valley	1/21-12/22	1/2021
Dr. April Oquenda	Member	Hayward	1/20-12/21	1/2022
James Aguilar	Member	San Leandro	1/21-12/22	1/2021



DATE: June 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Revised Job Descriptions

BACKGROUND

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

CURRENT SITUATION

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

Job Description Updates Only

Director of Educational Services
Security/Grounds Officer-Close
Security/Grounds Officer-Open
Website & Marketing Specialist

RECOMMENDATION

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

JOB DESCRIPTION

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

Job Title:	Director of Educational Services	Reports to:	Superintendent
Job Location:	Hayward Center	Department:	Educational Services

Position Overview

Purpose:

Lead the work of the Educational Services Department to develop a high-performing staff and leadership team that accelerates student achievement and results in measurable outcomes. Work collaboratively with district partners, department members and staff to reach goals of Educational Services.

Duties and Responsibilities:

- Assist Superintendent in the general organization and supervision of the Eden Area ROP instructional program
- Assist Superintendent in the evaluation and supervision of all Eden Area ROP programs to ensure compliance
- Assist Superintendent in the planning and coordination of Eden Area ROP program development
- Set clear objectives for administrative team based on annual goals determined by Superintendent
- Interpret and implement Eden Area ROP policies and state laws related to career technical education
- Monitor and review legal requirements and compliance related to programs and districts
- Participate in the development of program budgets, projections of staffing, enrollment and monitoring attendance
- Prepare annual projections that forecast current and future program needs
- Responsible for assessment of Student Information System, oversee the operation and act as point of contact
- Oversee instructional program budgets
- Author, oversee and maintain compliance for grants
- Act as point of contact for school principals and district curriculum administrators
- Act as Title IX coordinator
- Act as NCAA clearinghouse coordinator
- Act as point of contact for various contracts
- Supervise and evaluate Work Based Learning Specialists
- Supervise and evaluate Business Engagement Specialist
- Coordinate Public Relations team
- Supervise and evaluate Registrar
- Evaluate Pathway Coordinator (joint evaluation with Superintendent)
- Coordinate and monitor mentor teacher responsibilities
- Aid in supervision of student transportation
- Evaluate assigned personnel for the purpose of ensuring that standards are achieved, and performance is maximized
- Plan for, facilitate and evaluate professional learning for instructors and support staff that is aligned with district programs and goals
- Visit sites and classrooms on a regular basis
- Annually lead and engage staff in addressing student needs and providing high quality teaching and learning
- Articulation/dual enrollment and A-G approval support for sectors
- Communicates regularly with educational services to discuss ways to most effectively assist curriculum, instruction and professional learning needs
- Coordinate and facilitate the development of the master schedule

JOB DESCRIPTION

- Coordinate in-service training activities of Eden Area ROP personnel
- Develop, plan, and implement new classes
- Develop effective relationships with staff and district partners to ensure success of programs
- Develop CTE programs aligned to the 11 elements of a high quality CTE program
- Prepare of reports relating to curriculum and instruction for the Governing Board
- Establish and maintain clear communication and cooperative working relationships with staff, local school districts, regional and state administrators and other agencies through workshops, conferences, presentations and site visitations
- Lead and engage staff in addressing student needs and providing high quality teaching and learning
- Monitor workplace requirements, community classrooms and CVE to ensure compliance and support pathways for students
- Oversee curriculum development of programs
- Work with various community agencies in development agreements for services and programs
- Oversee and participate in the promotion of the Eden Area ROP with public entities and agencies
- Oversee all arrangements and paperwork relating to CTSOs
- Responsible for bi-annual pathway review for sectors
- Plan for, facilitate and evaluate professional learning for instructors, administrators and support staff that is aligned with district programs and goals
- Review and approve CTSO activities
- Assist with student discipline
- Develop strategies to sustain courses and problem resolution
- Coordinate and facilitate Eden Area ROP curriculum meetings with partner districts
- Lead meetings to communicate management direction and policy changes, instructional issues, budget information and other concerns as they arise
- Make presentations to the Governing Board as needed
- Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of regional occupational programs
- Plan and conduct staff meetings and department meetings
- Chair meetings as assigned
- Direct the planning and preparation of the annual report at the Center, on the website and at the school sites
- Responsible for completion and maintenance of Injury Illness Prevention Plan as relevant to position
- Oversee and participate in the promotion of the Eden Area ROP with public entities and agencies
- Work with instructional staff to assist them with promotional activities and communications
- Assist with the planning and directing of communication of program information to students
- Responsible for classroom backup/coverage when necessary
- Events: Advisory, Principals' Breakfast, Business Partner of the Year, Career Pathway Meeting and Student Awards Night

Employment Type:	Full Time	Employment Category:	Certificated Management
Work Year:	220 work days	Days/Hours:	Monday-Friday 7:30am-4:30pm
Position Qualifications			
Knowledge:			
<ul style="list-style-type: none"> • Eden Area ROP practices and procedures, Eden Area ROP mission, goals and policies 			

JOB DESCRIPTION

- Course and curriculum development
- Operational and instructional principles of CTE programs including work-based learning

Abilities:

- Demonstrate positive leadership and management skills.
- Effective communication with students, staff and community.
- Collaborate and maintain effective working relationships with self-directed decision-making ability.
- Provide strong leadership with high personal/professional integrity.
- Network, build strong partnerships and coordinate with district administrators, state level organizations, local legislators, City Councils, service clubs and Chambers of Commerce.

Soft Skills:

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

Education:

- Master's Degree in educational administration from an accredited institution and has evidence of continuous professional growth preferred

Experience:

- Five (5) years progressively responsible experience in a public school environment.
- Successful teaching and leadership experience, preferably in a ROP with similar structure and demographics.

Certifications/Credentials:

- Basic Driver License
- California State Administrative Credential or Supervision and Coordination Credential

Salary Schedule Placement:	A	Annual Benefits:	<ul style="list-style-type: none"> • \$11,621.16 *Mandatory Vision & Dental deducted • TSA • Educational Stipend
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	Pending

JOB DESCRIPTION

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

Job Title:	Security/Grounds Officer-Close	Reports to:	Fiscal Services Administrator & Principal
Job Location:	Hayward Center	Department:	Business Services

Position Overview

Purpose:

Perform two equally important functions: campus security and grounds and maintenance. Enforce the Eden Area Regional Occupational Program (EAROP) rules and regulations, prevent campus crimes, maintain campus-wide safety, security, supervision of students and cleanliness of Center facilities.

Campus Security Duties and Responsibilities:

- Close Center; unlock and lock buildings, gates and individual rooms as required
- Deactivate and activate interior alarms as needed
- Maintain exterior and interior lighting
- Provide visible deterrence to violation of Center rules
- Respond to calls regarding student issues, security, safety and health issues
- Patrol Center and enforce rules and policies
- Observe and report violations of law and school policies
- Record and eradicate graffiti at Center
- Direct and facilitate traffic control
- Monitor student arrival and departure; records student head counts
- Deal directly with student-bus disciplinary issues
- Act as liaison between ROP and bus dispatchers
- Assist and escort visitors and students
- Enforce Center regulations on student behavior and dress
- Maintain communication with Center administration at all times via mobile radio
- Communicate with alarm company, Hayward Police Department, Hayward Fire Department and/or any other security or emergency personnel as needed
- Report any unsafe conditions in classrooms, on campus and with equipment
- Escort unauthorized persons from Center
- Set clocks, alarms, bells and lighting in accordance with time changes and in the event of power outages
- Supervise students during teacher absences, tardiness and when needed
- Assist in exterior maintenance and cleanliness
- Secure and deliver bank deposits
- Transport students and equipment to off-site special events
- Perform search and seizures
- Perform search and rescues
- Perform first aid if required

Grounds and Maintenance Duties and Responsibilities:

- Check fire extinguishers, eye wash stations and emergency phones monthly and respond accordingly to any issues
- Perform off-site deliveries and pick ups
- Dispose of hazardous waste and materials
- Act as liaison for HUSD maintenance
- Perform minor interior and exterior maintenance repairs (including painting); assist with vendors; provide minor repairs and renovations
- Empty exterior trashcans
- Deliver packages to off-site and center classrooms

JOB DESCRIPTION

- Maintain campus bathrooms supplies
- Responsible for researching vendors for campus repairs
- Responsible for pest and rodent control
- Monitor contracted services that relate to maintenance and operations
- Responsible for meetings and events set up and break down
- Cover for Security/Grounds Officer-Open as needed
- Perform other duties as assigned

Employment Type:	Full Time	Employment Category:	Classified
Work Year:	12 month (260 work days) *15 paid holidays	Days/Hours:	Monday-Friday 7:30am-4:00pm

Position Qualifications

Knowledge:

- California campus security guard regulations and skills
- Conflict resolution techniques
- Hand and power tools
- Grounds maintenance equipment
- Safe work practices
- Radio protocols
- Microsoft Word, Excel, PowerPoint and online navigation programs

Abilities:

- Maintain presence of mind under pressure
- Lift 25 pounds overhead
- Drive a security cart
- Communicate effectively verbally and in writing; perform in an independent, self-directed manner and present a professional, positive representation of the ROP
- Proficient computer skills, specifically Microsoft Word, Excel and online navigation
- Sensitive to and able to understand confidentiality
- Work independently and with frequent interruptions; work with a minimum of supervision
- Demonstrate professional integrity, especially when working with high school students

Soft Skills:

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

Education:

- Equivalent of the completion of high school

Experience:

- Two (2) years previous security experience
- Two (2) years previous school security experience preferred
- Two (2) years previous grounds and maintenance experience preferred

Certifications/Credentials:

JOB DESCRIPTION

- Basic Driver License
- First Aid certified
- CPR certified
- Forklift certified (preferred)
- Annual SB 1626 Campus Security certification (provided)

Additional Requirements:

- Pass Basic Skills Test

Salary Schedule Placement:	E	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	Pending

JOB DESCRIPTION

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

Job Title:	Security/Grounds Officer-Open	Reports to:	Fiscal Services Administrator & Principal
Job Location:	Hayward Center	Department:	Business Services

Position Overview

Purpose:

Perform two equally important functions: campus security and grounds and maintenance. Enforce the Eden Area Regional Occupational Program (EAROP) rules and regulations, prevent campus crimes, maintain campus-wide safety, security, supervision of students and cleanliness of Center facilities.

Campus Security Duties and Responsibilities:

- Open center/Center; unlock and lock buildings, gates and individual rooms as required
- Deactivate and activate interior alarms as needed
- Maintain exterior and interior lighting
- Provide visible deterrence to violation of Center rules
- Respond to calls regarding student issues, security, safety and health issues
- Patrol Center and enforce rules and policies
- Observe and report violations of law and school policies
- Record and eradicate graffiti at Center
- Direct and facilitate traffic control
- Monitor student arrival and departure; records student head counts
- Deal directly with student-bus disciplinary issues
- Act as liaison between ROP and bus dispatchers
- Assist and escort visitors and students
- Enforce Center regulations on student behavior and dress
- Maintain communication with Center administration at all times via mobile radio
- Communicate with alarm company, Hayward Police Department, Hayward Fire Department and/or any other security or emergency personnel as needed
- Report any unsafe conditions in classrooms, on campus and with equipment
- Escort unauthorized persons from Center
- Set clocks, alarms, bells and lighting in accordance with time changes and in the event of power outages
- Supervise students during teacher absences, tardiness and when needed
- Assist in exterior maintenance and cleanliness
- Secure and deliver bank deposits
- Transport students and equipment to off-site special events
- Perform search and seizures
- Perform search and rescues
- Perform first aid if required

Grounds and Maintenance Duties and Responsibilities:

- Check fire extinguishers, eye wash stations and emergency phones monthly and respond accordingly to any issues
- Perform off-site deliveries and pick ups
- Dispose of hazardous waste and materials
- Act as liaison for HUSD maintenance
- Perform minor interior and exterior maintenance repairs (including painting); assist with vendors; provide minor repairs and renovations
- Empty exterior trashcans
- Deliver packages to off-site and center classrooms

JOB DESCRIPTION

- Maintain campus bathrooms supplies
- Responsible for researching vendors for campus repairs
- Responsible for pest and rodent control
- Monitor contracted services that relate to maintenance and operations
- Responsible for meetings and events set up and break down
- Cover for Security/Grounds Officer-Close as needed
- Perform other duties as assigned

Employment Type:	Full Time	Employment Category:	Classified
Work Year:	12 month (260 work days) *15 paid holidays	Days/Hours:	Monday-Friday 6:30am-3:00pm

Position Qualifications

Knowledge:

- California campus security guard regulations and skills
- Conflict resolution techniques
- Hand and power tools
- Grounds maintenance equipment
- Safe work practices
- Radio protocols
- Microsoft Word, Excel, PowerPoint and online navigation programs

Abilities:

- Maintain presence of mind under pressure
- Lift 25 pounds overhead
- Drive a security cart
- Communicate effectively verbally and in writing; perform in an independent, self-directed manner and present a professional, positive representation of the ROP
- Proficient computer skills, specifically Microsoft Word, Excel and online navigation
- Sensitive to and able to understand confidentiality
- Work independently and with frequent interruptions; work with a minimum of supervision
- Demonstrate professional integrity, especially when working with high school students

Soft Skills:

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

Education:

- Equivalent of the completion of high school

Experience:

- Two (2) years previous security experience
- Two (2) years previous school security experience preferred
- Two (2) years previous grounds and maintenance experience preferred

Certifications/Credentials:

JOB DESCRIPTION

- Basic Driver License
- First Aid certified
- CPR certified
- Forklift certified (preferred)
- Annual SB 1626 Campus Security certification (provided)

Additional Requirements:

- Pass Basic Skills Test

Salary Schedule Placement:	E	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	Pending

JOB DESCRIPTION

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

Job Title:	Website & Marketing Specialist	Reports to:	Principal
Job Location:	Hayward Center	Department:	Educational Services

Position Overview

Purpose:

Perform all aspects of marketing and promotion of the Eden Area ROP through appropriate advertising, public relations and community activities. These events and activities are designed to increase community awareness and promote a positive program image.

Duties and Responsibilities:

- Promote ROP program to a variety of audiences, including high school students, middle school students and adults seeking to expand skills, learn new skills or change occupations
- Coordinate opportunities for high school and middle school students to become familiar with the opportunities available at the Hayward Center, which include Sophomore Tours, ROP Showcase and other activities as appropriate
- Communicate with guidance counselors at high school sites regarding ROP recruitment and program promotion
- Create and update marquees at high school sites
- Communicate with career techs at high school sites regarding ROP recruitment and program promotion
- Coordinate orientations at high schools, ROP Center and other sites as needed
- Communicate with Alternative Programs regarding ROP recruitment and program promotion
- Update & maintain social media platforms (Facebook, twitter Instagram, etc.)
- Facilitate monthly meetings at all high schools with Career Techs and collaborate on events
- Perform in an independent, self-directed manner and present a professional, positive representation of the ROP
- Disseminate information to students at high school sites regarding ROP recruitment and program promotion
- Update and maintain EAROP website
- Market ROP to stakeholders
- Represent ROP at high schools and evening community events such as career fairs, college fairs and back to school nights
- Assist with activities including principals breakfast, counselor luncheons, teachers meetings and student of the year awards
- Assist Career Counselor with Student of the Month and Student of the Year activities
- Coordinate student ambassador activities and training for sophomore tours
- Assist with all marketing strategies, including creation of brochures and marketing documents
- Answer phone inquiries and disseminate information regarding ROP programs
- Perform other duties as needed

Employment Type:	Full Time	Employment Category:	Classified
Work Year:	10 month (183 work days) *10 paid holidays	Days/Hours:	Monday-Friday 7:30am-4:00pm

Position Qualifications

Knowledge:

JOB DESCRIPTION

- Advanced computer skills, specifically Microsoft Word, Excel, PowerPoint, Adobe Illustrator, Canva, poster printer and online navigation
- Website maintenance
- Graphic design
- Social media etiquette

Abilities:

- Perform in an independent, self-directed manner and present a professional, positive representation of the ROP
- Communicate effectively and professionally both verbally and in writing
- Strong analytical skills with the ability to collect, organize, analyze, and disseminate significant amounts of information with attention to detail and accuracy
- Skilled at multi-tasking
- Comfortable with public speaking
- Efficient time management
- Close attention to detail; input data accurately

Soft Skills:

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

Education:

- Equivalent of the completion of high school
- Bachelor's degree preferred

Experience:

- Previous experience working in a school setting
- Previous marketing and/or public relations experience desired
- Website experience desired

Certifications/Credentials:

- Basic Driver License

Additional Requirements:

- Pass Basic Skills Test
- Private transportation
- Bilingual (Spanish) desired

Salary Schedule Placement:	B1	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	Pending



DATE: June 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Student Support Services Technician Position and Job Description

BACKGROUND

The Eden Area ROP Workforce Innovation and Opportunity Act (WIOA) grant has been approved and renewed for 2021-2022 school year.

CURRENT SITUATION

To meet the goals of the WIOA grant, the creation of the Student Support Services Technician position will be responsible for supporting the students in the WIOA program.

RECOMMENDATION

It is recommended that the Governing Board approve the Student Support Services Technician position and job description.

JOB DESCRIPTION

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

Job Title:	Student Support Services Technician	Reports to:	Director of Educational Services
Job Location:	Hayward Center	Department:	Educational Services

Position Overview

Purpose:

Perform activities and strategies of the WIOA Youth Innovation Program whose goals are to serve 40 youth who are disproportionately not included in the labor market, who need educational support, career pathway and soft skills training, and subsidized internships.

Duties and Responsibilities:

- Outreach and recruitment to include identifying potentially eligible youth and providing an orientation informing youth of the full array of applicable services.
- Determine the WIOA eligibility for youth applicants, which includes gathering, verifying and certifying eligibility as well as data entry into CalJOBS.
- Objective Assessment of students in order to establish the baseline for all activities and training. Using Objective Assessment for the development of goals (education, employment, credential attainment, etc.).
- Individual Service Strategy which is a written plan of action that identifies age appropriate short and long term goals.
- Case Management for assessing youth needs for education and employment.
- Record keeping to document and retain information about the participant.
- Coordination of services with Eden Area ROP management, counselor, work-based learning specialists and faculty.
- Providing access to a range of services, including:
 - Tutoring, student skills, training and instruction
 - Alternative secondary school services
 - Work-Based Learning
 - Occupational skills training
 - Education leading to industry-recognized credentials
 - Leadership development opportunities
 - Supportive services to reduce barriers to success
 - Adult mentoring
 - Follow-up services for not less than 12 months
 - Comprehensive guidance and counseling
 - Financial literacy training
 - Entrepreneurial skills training
 - Labor market and employment information
 - Activities that help youth prepare for and transition to post-secondary education and training
- Perform other duties as assigned.

Employment Type:	Full Time	Employment Category:	Classified
Work Year:	10 month (185 work days)	Days/Hours:	Monday-Friday 7:30am-4:00pm

Position Qualifications

Knowledge:

- Computer skills, specifically Microsoft Word, Excel, PowerPoint and online navigation

JOB DESCRIPTION

Abilities:

- Perform in an independent, self-directed manner and present a professional, positive representation of the ROP
- Communicate effectively and professionally both verbally and in writing
- Strong analytical skills with the ability to collect, organize, analyze, and disseminate significant amounts of information with attention to detail and accuracy
- Skilled at multi-tasking
- Efficient time management
- Close attention to detail; input data accurately

Soft Skills:

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

Education:

- Equivalent of the completion of high school

Experience:

Certifications/Credentials:

- Basic Driver License

Additional Requirements:

- Private transportation

Salary Schedule Placement:	C	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	Pending



DATE: June 4, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: 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

BACKGROUND

ESI has been providing an employee support program to companies for over 35 years. The services provided range from counseling to personal finance and online professional development for staff.

CURRENT SITUATION

The Eden Area ROP employees, like so many, have had a lot of additional responsibilities due to the impact of the pandemic. This agreement will enable the Eden Area ROP to further support our employees and their families in navigating all of the potential changes in their personal and work life.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with ESI Employee Assistance Group for participation in their Employee Assistance Program from June 1, 2021 through May 31, 2022.

Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **Eden Area Regional Occupational Program** (“Client”) and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **6/1/21-5/31/22**.

I. Productivity Solutions

With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master’s or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue:** Up to 3
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member’s quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

II. Engagement Solutions - Peak Performance Benefits

ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Information Resource Benefits:** 25,000 Self-Help Resources – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes over 8,000 online personal and professional development trainings to help employees balance their work and personal life.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

III. EAP Administration - Orientation and Engagement

An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via web conference meetings, online orientation videos, and onsite group meetings.

IV. Manager, Supervisor and Human Resources Services

ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.
- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed online EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. Optional Services

- **GCN Compliance Training: No**
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

VII. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

VIII. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

IX. Fees and Payment

- A. The total number of employees covered under this Agreement is **59**.
- B. Employer agrees to pay ESI the sum of **\$3,500.00** for **6/1/21-5/31/22**.
- C. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D. Payment of the **Annual** premium is due upon receipt of the invoice.
- E. Flat Rate listed above covers a census of 51 to 100. Contract rate will be modified if census moves outside of this range.
- F. Trauma Responses available at **\$250.00** per hour plus travel time.
- G. DOT required Substance Abuse Evaluations - **\$850.00** each.

X. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES LLC

**Eden Area Regional
Occupational Program**

Diane Dunbar, President & Chief Operating Officer

5/20/21

Date

Authorized Signature

Date