

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

Thursday, May 7, 2020 5:45 pm

GOVERNING BOARD MEMBERS

Jo A.S. Loss, President Dr. Robert Carlson, Vice President Peter Oshinski, Member Juan Campos, Member Castro Valley Unified School District Hayward Unified School District San Leandro Unified School District San Lorenzo Unified School District

MISSION STATEMENT

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



Regular Meeting of the ROP Governing Board

The meeting will be conducted completely online by Executive Order N-29-20 & Alameda County Order 20-04. Please see agenda contents for specific access information.

Date: Thursday, May 7, 2020

Time: 5:45 p.m.

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

Pursuant to the Governor's Executive Order N-25-20, Board Members will join the meeting via phone/video conference and no teleconference locations need be posted.

Attend Zoom Meeting Instructions:

- To observe the meeting by video conference, please click on LINK at the noticed meeting time. Meeting ID: 814 7704 8297 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 814 7704 829, then press "#". If asked for a participant id or code, press #. Instructions on how to join a meeting by phone are available at: https://support.zoom.us/hc/en-us/articles/201362663 -Joining-ameeting-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 "Other Business" section.

State law prohibits the ROP Governing Board from taking any action on or discussing items that are not on the posted agenda except to A) briefly respond to statements made or questions posed by the public in attendance; B) ask questions for clarification; C) provide a reference to a staff member or other resource for factual information in response to the inquiry; or D) ask a staff member to report back on the matter at the next meeting and/or place it on a future agenda. (Government Code Section 54954.2 (a))

This meeting is being recorded. These recordings are maintained by the Eden Area ROP for 30 days and are available for review to the public upon request.

- I. Call to Order
- II. Roll Call

III. Public Comment regarding Closed Session Items

The public will have the opportunity to comment on Closed Session Agenda Items.

IV. Recess to Closed Session

- A. Public Employee Appointment/Employment (Pursuant Government Code section 54957): Superintendent's Contract
- B. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release

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

- A. Public Employee Appointment/Employment (Pursuant Government Code section 54957): Superintendent's Contract
- B. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release

VI. Pledge of Allegiance

VII. Mission Statement

VIII. Approval of Agenda

IX. 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 March 7, 2019 (pages 5-10)
- B. Request the Governing Board to approve the Bill Warrants (pages 11-21)
- C. Request the Governing Board to approve the Personnel Action Items (pages 22-23)
- D. Request the Governing Board to approve the Listed Donations-San Leandro Police Department (page 24)
- E. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 25-26)
- F. Request the Governing Board to approve the Receipt of the Workability I Program Funds (pages 27-28)
- G. Request the Governing Board to approve the Advisory Committee Members (pages 29-48)
- H. Request the Governing Board to approve the Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2020-2021 School Year (pages 49-52)
- I. Request the Governing Board to approve the Agreement with Eide Bailly LLP for Auditing Services for the 2020-2021, 2021-2022 and 2022-2023 School Years (pages 53-61)
- J. Request the Governing Board to approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2020-2021 School Year (pages 62-69)

X. Information Items

A. First Reading of the Governing Board Policies and Administrative Regulations 5000-9000 (page 70)

XI. Action Items

- A. Request the Governing Board to approve the Second Reading and Adoption of the Governing Board Policies and Administrative Regulations 4000 (page 71)
- B. Request the Governing Board to approve the Revised Calendar of Governing Board Meetings for the 2019-2020 School Year (pages 72-73)
- C. Request the Governing Board to approve the Adoption of Resolution 6-19/20: Day of the Teacher (pages 74-75)
- D. Request the Governing Board to approve the Adoption of Resolution 7-19/20: Classified Employees' Week (pages 76-77)
- E. Request the Governing Board to approve the Adoption of Resolution 8-19/20: Temporary Borrowing Between Funds (pages 78-79)
- F. Request the Governing Board to approve the Adoption of Resolution 9-19/20: Year End Budget Transfers of Funds (pages 80-81)
- G. Request the Governing Board to approve the Adoption of Resolution 10-19/20: Authority to Sign Contracts for the 2020-2021 Fiscal Year (pages 82-83)
- H. Request the Governing Board to approve the Adoption of Resolution 11-19/20: Delegation of Powers to Agents for the 2020-2021 Fiscal Year (pages 84-85)
- I. Request the Governing Board to approve the Proposal to Modify the Delivery of Services within the Educational Services Department for the 2020-2021 School Year (pages 86-88)
- J. Request the Governing Board to approve the Revised Job Descriptions, Position Eliminations and New Position (pages 89-96)
- K. Request the Governing Board to approve the Pathway Coordinator Position and Job Description and Revised Assistant Director of Educational Services Job Description (pages 97-103)
- L. Request the Governing Board to approve the Revised Salary Schedules (pages 104-107)
- M. Request the Governing Board to approve the ongoing Agreement with the California School Boards Association District Services Corporation for GASB Report Services (pages 108-110)
- N. Request the Governing Board to approve the Agreement with Kaizon Solutions for Janitorial Services for the 2020-2021 School Year (pages 111-120)
- O. Request the Governing Board to approve the Ongoing Agreement with Lozano Smith, LLP for Legal Services (pages 121-127)

XII. Superintendent's Report

XIII. Communications

A. Letter from the Alameda County Office of Education regarding the Second Interim (pages 128-129)

XIV. Other Business/ Governing Board Reports

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A. Public Comment

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.

B. ROP Governing Board

XV. Adjournment



Minutes of the Regular Meeting of the ROP Governing Board March 5, 2020

I. Call to Order

Mrs. Jo A.S. Loss, President, called the meeting to order at 5:48 p.m. on Thursday, March 5, 2020 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Gabriela Juarez, Executive Assistant, called roll.

Eden Area ROP Governing Board Present:

Jo A.S. Loss, President

Dr. Robert Carlson, Vice-President

Peter Oshinski, Member

Juan Campos, Member

Castro Valley USD

Hayward USD

San Leandro USD

San Lorenzo USD

Superintendent: Linda Granger, present

ROP Administrators in Attendance:

Craig Lang Director of Adult Programs
Bernie Phelan Director of Educational Services

Lauren Kelly Assistant Director of Educational Services

Ariel Owen Fiscal Services Administrator

Evan Goldberg Grant Coordinator

ROP Staff in Attendance:

Bill Deslaurier Construction Technology Instructor

David Espinoza Auto Technology Instructor

Gabriela Juarez Executive Assistant

Vanita Lee-Tatum Entrepreneurship Instructor

Sukhi Sidhu Career Counselor

Others Present:

Students of the Month and their families

III. Pledge of Allegiance

Angelo De Castro led the Pledge of Allegiance.

IV. Mission Statement

Jordan Robinson read the Eden Area ROP mission statement.

V. Approval of Agenda

Trustee Robert Carlson moved to approve the agenda. Trustee Peter Oshinski seconded the motion. By the following vote, the agenda was approved.

AYES: 4 (Campos, Carlson, Loss, Oshinski)

NOES: 0 ABSTAIN: 0

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ABSENT: 0

VI. 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 March 2020:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Angelo De Castro	Arroyo High School	Construction Tech. I	Bill Deslaurier
Shayan Alvarez	Castro Valley High School	Automotive Tech II	David Espinoza
Nathan Rivera Garcia	San Leandro High School	Automotive Tech I	David Espinoza
Jordan Robinson	Mt. Eden High School	Entrepreneurship	Vanita Lee-Tatum

Sukhi Sidhu introduced the instructors, who presented their students to the Governing Board. A framed certificate of achievement was presented to each student by their district Governing Board representative. Each student was given an opportunity to introduce their family and say a few words. The families and students were welcomed to a short reception in the small conference room.

VII. Consent Calendar

Trustee Peter Oshinski moved to approve the Consent Calendar items as written.

- A. Approve the Minutes of the Regular Governing Board Meeting of February 6, 2020
- B. Approve the Bill Warrants
- C. Approve the Listed Donations-Cynthia Ericson
- D. Approve the Listed Donations- Arden Hall & Cynthia Kroll
- E. Approve the Statement of Facts Roster of Public Agencies Filing
- F. Approve the Disposal of Obsolete or Surplus Items
- G. Approve the Revised Agreement with Fresno County Office of Education for Direct Support Professional Training for the 2019-2020 School Year

Trustee Juan Campos seconded the motion.

AYES: 4 (Campos, Carlson, Loss, Oshinski)

NOES: 0
ABSTAIN: 0
ABSENT: 0

VIII. Information Items

A. ROP Pathway Review-Residential and Commercial Construction

Bernie Phelan, Director of Educational Services, introduced the Residential and Commercial Construction pathway review. There are two courses offered in this pathway which are Construction Technology I and Construction Technology II. Both classes are UC a-g approved. The Construction Technology I course is articulated with Diablo Valley College. The total number of students in the is pathway is sixty-six. Mr. Phelan introduced Bill Deslaurier to review information about the program he offers in this pathway.

The curriculum for the program includes learning to use hand tools, power tools, site and building layout, plans and codes, roofing, foundation, insulation, ceiling, floors, solar panels, electrical, plumbing, HVAC systems, windows and layouts. Mr. Deslaurier also

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prepares his students with soft skills such as respect, punctuality, reputation, personal responsibility, professional behavior, safety, pride, integrity, commitment, personal appearance, focus, responsibility to others and adherence to rules. Mr. Deslaurier runs the class as if it were an actual construction site.

He reviewed the projects that students have completed on campus, the high school sites and in the community. Students have made picnic tables, installed a fence, built a pergola, built a storage cabinet, built small sheds, built a little library and completed projects for the local high schools.

B. Adult Programs Update

Craig Lang, Director of Adult Programs, gave an update on Adult Programs. He began by sharing the courses we are currently offering which are Accelerated Electrical, Clinical Medical Assisting, Dental Assisting, Direct Support Provider (DSP), Electrical (continuing education courses), Foundations in Dental Assisting (JVS), Infection Control, CPR, Registered Dental Assistant and Welding (MIG and TIG).

He also discussed employment opportunities that students were able to secure upon course completion. He mentioned businesses that hired students such as TESLA, Helix, Hayward Electric, Nelson Electric, Gott Watts, Kaiser, Sutter Health, St. Rose, Tiburcio Vasquez Health Center, ConXtech, Gillig, Inland, SF Tube and several dentist offices.

Mr. Lang also stated that although the Eden Area ROP does not offer financial aid to adult students, there are some opportunities for students to earn scholarships or financial support via Koshland Fellows Scholarship, HPN Scholarship, Department of Rehabilitation or EDD/Unemployment.

For apprenticeship programs to be eligible to receive funding from the state for Related Supplemental Instruction (RSI) hours, they have to partner with a Local Education Agency (LEA). As an LEA, the ROP provides educational support and training for teachers, reviews curriculum, observes teachers, attends apprenticeship meetings, and monitors Related Supplemental Instruction (RSI) hours. The ROP has a longstanding partnership with the Associated Builders and Contractors, Northern California Chapter (ABC) for 50,000 RSI hours and has started a new partnership with Northern California Elevator Industry Joint Apprenticeship and Training Committee for 13,261 RSI hours.

Mr. Lang also reviewed programs he is looking to offer in the fall which include radiography, coronal polishing, fit & fissure sealants, foundations in dental assisting and medical assisting externships.

Looking to the future, the adult programs is updating to a new student information system (Orbund) and school webmaster website to allow program enrollment, instructor and student communication, grading, and billing. In addition, as a partner, attending HPN (Hayward Promise Neighborhood) and C2CERN (Cradle to Career Education Reform Network) meetings and events to promote adult and high school programs. He would like to schedule more CPR training for promotoras and 4C's participants.

He would also like to create new promotional pieces to inform adults of programs and certifications that can lead to employment. Promoting programs for students graduating high school to adults looking for a career change.

C. First Reading of the Governing Board Policies and Administrative Regulations 4000

Linda Granger, Superintendent, presented to the Governing Board the first reading of Board Policies and Administrative Regulations for the 4000 series.

The Governing Board discussed and decided on a few minor changes to be made for the second reading, which included:

AR 4032 (a)	Revised language to state the "result to" to "affect"
AR 4112.61	Excluded Governing Board members from writing letters of recommendations
BP 4117.2	Revised language to state "reasonable notice" to "two weeks notice"
AR 4161 (a)	Changed language under jury duty to match language used in BP 4161.2 (c)

IX. Action Items

A. Request the Governing Board to approve the Second Reading and Adoption of the Governing Board Policies and Administrative Regulations 0000-3000

Upon review of and a motion by Trustee Peter Oshinski and a second Trustee Juan Campos, the Governing Board approved the second reading and adoption of the Governing Board Policies and Administrative Regulations 0000-3000.

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

B. Request the Governing Board to approve the 2019-2020 Second Interim Budget Report

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Robert Carlson, the Governing Board approved the 2019-2020 second interim budget report.

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

C. Request the Governing Board to approve the adoption of Resolution 5-19/20: Signature Card-Board Members

Upon review of and a motion by Trustee Juan Campos and a second by Trustee Peter Oshinski, the Governing Board approved the adoption Resolution 5-19/20: Signature Card-Board Members.

AYES: 4 (Campos, Carlson, Loss, Oshinski) NOES: 0

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ABSTAIN: 0
ABSENT: 0

X. Superintendent's Report

Linda Granger highlighted that she met with a representative from Building Industry Technology Academy (BITA) regarding partnering with our construction program. BITA is an arm of residential construction companies that created a nonprofit association that partners with schools to recruit members into the workforce. It a free program that will provide industry support to the classroom.

Superintendent Granger was excited to report that the Eden Area ROP was awarded just over \$2 million in Strong Workforce Program Grants and awarded just over \$1 million in CTE Incentive Grant funding.

XI. Superintendent's Report

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

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

XII. Recess to Closed Session

The meeting was called into closed session at 7:09 pm.

A. Personnel (Government Code Section 54957) Public Employee Discipline/Dismissal/ Release/Hiring

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

The meeting resumed to open session at 7:31 p.m.

A. Personnel (Government Code Section 54957) Public Employee Discipline/Dismissal/ Release/Hiring

No action was taken in closed session.

XIV. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Jo A.S. Loss, Castro Valley USD representative, welcomed Trustee Juan Campos to the Board. She also shared that she will be attending the builders and contractors event in Livermore.

XV. Adjournment

The meeting was adjourned at 7:32 p	.m.
Approved by the Eden Area ROP Gov	verning Board
Linda Granger, Superintendent	
O .	
Clerk to the ROP Governing Board	



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 February 19, 2020 through April 10, 2020 and include test warrant numbers and voided warrants.



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.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Lauren Kelly, Assistant Director of Educational Services

SUBJECT: Request the Governing Board to approve the Listed Donations- San

Leandro Police Department

CURRENT SITUATION

Occasionally, gifts or monetary items are donated to the ROP.

On March 3, 2020, the City of San Leandro's Police Department donated the following items to our Criminal Justice/Forensics program:

- ALS Camera
- Laser
- Laser Accessory

A letter of acceptance will be sent to the donor.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Quarterly Report on

Williams Act Complaints and Resolutions

BACKGROUND

Education Code 35186 (d) requires the following:

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

CURRENT SITUATION

Attached is a report for the complaints and resolutions through April 1, 2020 as specified by Education Code 35186 (d).



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QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS

[Education Code 35186 (d)]

Report	through: April 1, 2020	
District:	,	Eden Area Regional Occupational Program
Title:	completing this form:	Gabriela Juarez Superintendent's Executive Assistant
	ly Report Submission (check one)- pril 1, 2020	→ ☐ January 2020 ☐ April 2020 ☐ July 2020 ☐ October 2020
Date for	r information to be reported public	cly at the Governing Board meeting: May 7, 2020
Please c	check the box that applies:	
\boxtimes	No complaints were filed with an	y school in the district during the quarter indicated above.
	·	ols in the district during the quarter indicated above. The ature and resolution of these complaints.

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

		_
Publicly reported at the Governing Board meeting o	on: <u>May 7, 2020</u>	
Linda Granger, Superintendent		



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Lauren Kelly, Assistant Director of Educational Services
SUBJECT: Request the Governing Board to approve the Receipt of the

Workability I Program Funds

BACKGROUND

The California Department of Education has approved the Eden Area ROP's reapplication to the Workability I Program for the 2018-2019 school year. The money from this grant directly pays the salary, benefits and operating costs associated with the Community Access Training for Transition (CATT) Program and the Merchandising Occupations Program. These programs find employment and provide training for special education students to enter the workforce.

CURRENT SITUATION

This year the Eden Area ROP re-applied in a competitive process and has been recommended by CDE to receive funding in the amount of \$82,440.

Grant Award Notification

GRANTEE NAME AND ADDRESS			CDE GRANT NUMBER					
Eden Area Regional Occupational Program 26316 Hesperian Boulevard		FY	PC	A	Vendor Number	Suffix		
Hayward, C	A 94545			19	23011		74013	WO
Attention Linda Granger, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY	
Program O WorkAbility		(**)			Resource Revenue Code Object Code		01	
Telephone 510-293-2900		6520 88		3590	INDEX			
Name of Grant Program 2019–20 WorkAbility I Program 066			0663					
GRANT DETAILS	Original/Prior Amendments	Amendment Amount Total Amend. No. Award Starting Date		tarting	Award Ending Date			
2200	\$82,440	\$82,440		7/	01/2019	6/30/2020		
CFDA Number	Federal Grant Number	Federal Grant Name Federal Agency						

I am pleased to inform you that you have been funded for the WorkAbility I Program.

This award is made contingent upon the availability of funds. If the Legislature acts to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Penny Cobb, Associate Governmental Program Analyst
Opportunities for All Branch
Special Education Division, Programs and Partnerships Unit
California Department of Education
1430 N Street, Room 2401
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title		
Nicolas Wavrin Education Programs Consultant		rams Consultant	
Email Address		Telephone	
NWavrin@cde.ca.gov		916-327-3932	
Signature of the State Superintendent of Public Instruction	or Designee	Date	
2 In Trumord		February 24, 2020	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications,			
assurances, terms, and conditions identified on the grant application (for grants with an application process) or			
in this document or both; and I agree to comply with all requirements as a condition of funding.			
Printed Name of Authorized Agent	Title	1 6 (
Inda Granaer	Super	ivitendent	
Email Address		Telephone	
1grarger@ edenrop.org		510-293-2901	
Signature		Date	
· N		3.6.2020	



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Bernie Phelan, Director of Educational Services

SUBJECT: Request the Governing Board to approve the Advisory

Committee Members

BACKGROUND

In accordance with the 11 Elements of High-Quality Career Technical Education, Advisory Committees are established to provide advice and support for all career technical education programs. Business, labor and industry partners provide expertise and advice to the Eden Area ROP and school district CTE staff in understanding the current labor market, updating course descriptions to changing industry standards, and deciding upon the acquisition of up-to-date textbooks and classroom materials. The Eden Area ROP coordinates 20 separate Advisories for our classes and our JPA member districts, according to CDE designated industry sectors and pathways. Our coordinated Advisories foster collaboration among similar CTE programs and leverage the time of business partners to assist more than one program at a time.

CURRENT SITUATION

In accordance with the Carl D. Perkins Act, the Governing Board appoints Advisory Committee members every year. Attached are lists of recommended Advisory Committee members. Business, labor and industry have signed a letter of commitment to this year's Advisories.

PROGRAM LOCATION

Auto Refinishing	Center
Auto Technology	Center, Castro Valley & San Leandro High Schools
Biotechnology	Castro Valley & Tennyson High Schools
Construction Technology/Industrial Technology	Center, Hayward & San Leandro High Schools
Criminal Justice & Forensic Science	Center & San Lorenzo High School
Culinary Science, Food & Nutrition	Center & Castro Valley High School
Cyber Security	Center, Castro Valley & Arroyo High Schools
Dental Assisting	Center



PROGRAM LOCATION

Engineering	Castro Valley High School
First Responder	Center
Graphics	Center, Tennyson, Mt. Eden, San Lorenzo, Castro Valley & San Leandro High Schools
Marketing Programs	Arroyo, Castro Valley & San Leandro High Schools
Medical Careers	Center & Royal Sunset High School
Photography/Advanced Photography	Castro Valley, Hayward, Mt. Eden, Arroyo, & San Lorenzo High Schools
Sports Medicine	Mt. Eden, Hayward & Arroyo High Schools
Theater	Hayward & Eastbay Arts/Royal Sunset High Schools
Video Production	San Leandro High & San Lorenzo High
Welding Technology	Center & San Leandro High



Sector: Transportation

Pathway: Structural Repair & Refinishing

Instructor: Daniel Pareja (ROP)

Name	Company
Lisa Daves	Mendelson Autobody
Derrick Deo	Pan American Auto Collision
Edgar Juarez	Caliber Collision
Ben Shell	PPG



Sector: Transportation

Pathway: System Diagnostics, Service, and Repair (221)

Instructor: David Espinoza (ROP), Darren Rees (CV), Andy Shyers (SLE)

Name	Company
Mario Arrellano	AMA Tires
Kevin Barbaro	Alameda County General Services Agency
Kevin Costa	Ray Scheidts Electric
Randy Dang	Chabot College Mechanics Instructor
Dino Fry	Putnam Cadillac
Mark Garcia	Mark's Transmissions
Ruben Gonzalez	San Leandro Brake and Wheel Center
Brian Hocker	n/a
Israel Lopez	BART, Transit Vehicle Mechanic
Vanessa Martinez	n/a
Kevin Ortiz	Kevin L Hinkley Auto
Alexander Pereira	Fremont Chrysler
Matt Rogge	San Leandro Nissan
Jonathan Sira	LKQ Keystone
Larry Weiss	M & F Auto Electric
Kevin White	Advantest



Sector: Health Science & Medical Technology

Pathway: Biotechnology

Instructor: Laura O' Brien (CV), Lata Mistry (CV), Karen Kelly (TEN)

turior, members	
Name	Company
Alan Atchley	Bio-Rad
Emily Connelly	University of California, San Francisco
Sarah Foster-Peck	Boehringer Ingelheim
Gordon Janaway	Roche
Janet Kornegay	Roche
Thomas Maciel Lester	Audentes Therapeutics
Tiffani Quan	University of California, Berkeley



Sector: Building & Construction Trades

Pathway: Residential and Commercial Construction

Instructor: Bill Deslaurier (ROP), Hunter Lower (HAY), Michael Raytis (SLE)

Name	Company
Mike Christian	Red Point Builders
Chris Floethe	Construction Craft Training
Nicolas Harvey	Bay Area Redwood
Ken Hugen	RDO Vermeer Equipment
Phil Johnson	ACCO Engineered Systems
Gary Pacheco	Pacheco Landscaping and Construction
John Rogers	John Rogers Construction
Jack Wilding	Local Carpenters 713



Sector: Public Services

Pathway: Public Safety

Instructor: Dr. Lance Bohn (ROP), Michael O' Connell (SLZ)

Name	Company
William Grangoff	East Bay Regional Parks Police
Cristian Knight	US Army
Jeffrey Lewis	Farmers Insurance
Elgin Lowe	Alameda County District Attorney
Mary Marquez	Hayward Police Department
Areli Montalvo	US Army
Captain Luis Torres	San Leandro Police Department



Sector: Hospitality, Tourism & Recreation

Pathway:Food Science, Dietetics & NutritionInstructor:Terri Penn (ROP), Vicki Gilmour (CV)

Name	Company
Mark Duesler	Frontier Energy
Gary Freund	California State University, East Bay
Carolyn Payne	Caterer
Dr. Thomas Padron	California State University, East Bay
Bryan Roy	Erik's Deli Cafe



Sector: Information and Communications Technologies

Pathway: Networking and Information Support and Services

Instructor: Kent Doan (ROP), Andy Doolittle (ARR), Louis Stanley (CV)

Name	Company
Gary Dylina	Pantheon Systems
R. Daniel Lee	Salesforce
Genevieve McGinty	Intelligent Computer Forensics, Inc.
Pat McMurray	T&R Communications
Gaspar Modelo-Howard	Palo Alto Networks, Inc.
Todd O' Bryan	Workday



Sector: Health Science and Medical Technology

Pathway: Patient Care (Dental)
Instructor: Kathy O' Brien (ROP)

Name	Company	
Mayra Apodaca	Uptown Pediatric	
Denise Bailey	Retired Instructor	
Crystal Jones	Dr. Rothi, DDS	
Judith Maniego	San Leandro Plaza Dental	
Candace Niccolson	Barniv Dental	
Dr. Steven Rothi	Dr. Rothi, DDS	
Dr. Susan So	Castro Valley Orthodontics	
Nydia Tadeo	Dr. Rothi, DDS	



CASTRO VALLEY UNIFIED SCHOOL DISTRICT – ADVISORY MEMBERS

Sector: Engineering and Architecture

Pathway: Engineering Design

Instructor: Lisa Holmes (CV), Jessica Porter (CV), Ian Lockey (HAY)

Name	Company
Fadi Castronovo	CSU East Bay
Bill McIntyre	Plastics Implementation
Dawania Quiett	RPM Masters
Linda Renteria	Casa Sanchez Foods
Andrew Roberts	Scandic Springs



Sector: Public Services

Pathway: Public Safety

Instructor: Marlene McDowell (ROP), Captain John Peters (ROP)

Name	Company
William Grangoff	East Bay Regional Parks Police, Retired
Cristian Knight	US Army
Jeffrey Lewis	Farmers Insurance
Elgin Lowe	Alameda County District Attorney
Mary Marquez	Hayward Police Department
Areli Montalvo	US Army
Captain Luis Torres	San Leandro Police Department



Sector: Arts Media and Entertainment

Pathway: Design, Visual, and Media Arts

Instructor: Lameisha Sherri (ROP), Cameron Greenfield (CV), Denise

Beeson (MTE), Larry Lavendel (MTE), Judy Okolie (TEN),

Deborah Reinerio (SLE), Robert Jackson (SLZ)

Name	Company
Mark De Ocampo	The Signworks of America, Inc.
Shannon Hackley	Shannon Leigh
Kevin Hoelscher	Thumbtack Studios
Damon Johnson	Born and Raised Marketing
Steve Jones	Plantain Studios
Molly McCoy	Molly McCoy Graphic Design
Steve McKinley	Steve McKinley Graphic Design
JoJo Razor	Websites by JoJo



Sector: Marketing, Sales and Services

Pathway: Marketing (244) & Entrepreneurship/Self Employment (241)

Instructor: Michelle Stephens (CV), Zennaita Bradford (TEN), Rick Charles

(HAY), Vanita Lee-Tatum (MTE), Christina Charlton (ARR),

Laura Jagroop (SLE)

Name	Company
Gautam Biswas	State Bank of India
Zachary J. Borja	Blue Arris
Luis G. Fernandez	Blue Arris
Dawn Fregosa	Collaborative Education Advisors.com
Tiffany Griffith	Showtime Networks Inc.
Jim Gurulé	Bay West Sales
Justin Kent	Sony
Shawn Livernoche	High Scores Arcade
Megan Livernoche	High Scores Arcade
Nancy McDonald	FIDM
Surina Piyadasa	Dynamically Speaking
Melanie Raumann	Square SF
Michael Singer	Oracle
Elizabeth L. Williams	Social Security Administration



Sector: Health Science & Medical Technology

Pathway: Patient Care (Medical Careers)

Instructor: Charles Bunbury (ROP), Heather Bystrom (ROP), Alysa Machado

(ROP), Jennifer Health (RS), Angelica Peters (SLE)

Name	Company
Reatha Conn	FACES for the Future
George Dib	St. Rose Volunteer/FACES Alumni
Kelley Griest	Kaiser Permanente
Jaqueline Hernandez	St. Rose Volunteer/FACES Alumni
Mohini Lata	Bancroft Healthcare Center
Jessica Pitt	HealthPATH



Sector: Arts, Media, and Entertainment

Pathway: Design, Visual and Media Arts

Instructor: Jeff Vendsel (CV), Mark Koehler (HAY), David Gurley (MTE),

Jeff Baughman (ARR), Ken Gossett (SLZ)

Name	Company
Franklin Avery	Laney College Photography Instructor
Steve Babuljak	Babuljak Photography
Heather Barlin	Venus Girl Photography
Leisl Burns	Studio One Photography
Anthony Dimaano	Freelance Photographer, James Logan Instr.
Lauren Finch	Academy of Arts University, of San Francisco
Eddie Gonzalez	Lemonad Media
Tracy Storer	Tracy Storer Photography
Yellie Torres	Lemonad Media
Scot Tucker	Photo Consultant, San Francisco State Univ.



Sector: Health Science & Medical Technology

Pathway: Patient Care [Sports Medicine]

Instructor: Mikel Jackson (MTE), Quiana Wilson (HAY), Kris Bernard (ARR)

Name	Company
Shawn Jenkins	Stockton Sports Performance
Derek Larsen	Life Chiropractic College West
Dan Miller	Chabot College Head Athletic Trainer
Jeff Roberts	Ohlone College Athletic Trainer
Bruce Valentine	Children's Hospital



EDEN AREA REGIONAL OCCUPATIONAL PROGRAM – ADVISORY MEMBERS

Sector: Arts, Media, and Entertainment

Pathway: Performing Arts

Instructor: Tavis Kammet (HAY), Jennifer Dreyfus (EBA)

Advisory Members

Name	Company
Dov Hassan	Chabot College Instructor
Monica Dominguez	Dance Live Dream Center



EDEN AREA REGIONAL OCCUPATIONAL PROGRAM – ADVISORY MEMBERS

Sector: Arts, Media and Entertainment

Pathway: Production & Managerial Arts

Instructor: Tony Farley (SLE), Lance McVay (SLZ), Kevin Johnson (SLZ)

Advisory Members

Name	Company
Rey Godoy	Sea Glass Production
Roy Miles Jr.	Northstarr Media Group
Emil Siapno	Filmmaker
Robert Bambey	Jewish Community Center of San Francisco
Nick Katz	Independent Producer
Jon Bolf	Apple



EDEN AREA REGIONAL OCCUPATIONAL PROGRAM – ADVISORY MEMBERS

Sector: Manufacturing & Product Development

Pathway: Welding & Materials Joining and Machining & Forming

Technologies (212)

Instructor: Barbara Juarez (ROP), Eduardo Nava (SLE), Kevin Buckley (BRK)

Advisory Members

Name	Company	
Sam Andreasen	Security Safe	
Alex Demirjian	Miller Electric	
Kim Hong	Complete Engineered Solutions	
Lisa Pine Schoonmaker	Chabot College	
Ameen K. Saafir	Kinestral Tech	



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED: 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 2020-2021 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.

Fiscal Impact: \$3,600 from the general fund.

CONSENT CALENDAR

Employer Reporting Services Agreement

This Agreement ("Agreement") is between <u>Eden Area ROP</u> ("Client") and Burnham Benefits Insurance Services ("Burnham") and is effective as of <u>June 1, 2020</u>.

Burnham has entered into an End User License Agreement ("EULA") with Jellyfish Code, Inc. for license rights to a software product, which includes computer software and may also include associated media, printed materials, and "online" or electronic documentation ("Software Product"). The Software Product is a Microsoft Excel spreadsheet designed to collect the necessary data to complete an Internal Revenue Service ("IRS") Form 1095-C, and accompanying transmittal Form 1094-C (collectively, "Form 1095-C"). The spreadsheet contains macros designed to simplify editing and maintenance of Form 1095-C data. The software license also covers use of a proprietary desktop application that uses an Excel Spreadsheet to automatically fill out and complete a Form 1095-C.

Scope of Services to be Provided by Burnham

Pursuant to the EULA, Burnham is authorized to install and use the Software Product for the purpose of assisting Client in complying with certain reporting and disclosure requirements under Internal Revenue Code ("Code") Section 6056 to satisfy the Form 1095-C filing and disclosure requirement for the 2019 calendar year ("2020 Services"). The 2020 Services do include 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 2020 Services.

Burnham's 2020 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 2020 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 2020 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 2020 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

Employer Reporting Services Agreement

Agreement, including but not limited to printing the Forms 1095-C, distributing them to its full-time employees, and filing them with the IRS.

Client is responsible for retaining copies of all documentation received from, or provided to, Burnham in connection with the 2020 Services in accordance with the Client's business practices, and to the extent required by applicable law.

<u>Term</u>

This Agreement becomes effective as of the date of the signing of the Agreement by Client and terminates upon the completion of the 2020 Services hereunder.

Confidentiality

All sensitive information received from Client to perform the 2020 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,

Employer Reporting Services 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 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 <u>June 1, 2020</u>.

Client		
Signature	-	Date
Title		
Burnham Benefits Insurance Service	es	
Signature	-	Date
 Title		

Total Project Fee: \$3,600 Billed in-full at start of project



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Ariel Owen, Fiscal Services Administrator

SUBJECT: Request the Governing Board to approve the Agreement with Eide

Bailly LLP for Auditing Services for the 2020-2021, 2021-2022 and

2022-2023 School Years

BACKGROUND

In 2005, the Alameda County Office of Education (ACOE) developed a Request for Proposal (RFP) and went out to acquire bids from auditing firms to conform to the new Education Code requirement (Section 41020(f)(2)), which requires a rotation in accounting firms and/or audit partners performing the audit every six years.

The Eden Area ROP has used the auditing services of Vavrinek, Trine, Day & Company, LLP (VTD) since then. Every six years VTD changed the audit partner assigned to the Eden Area ROP.

Effective July 22, 2019, VTD joined the regional CPA and business advisory firm of Eide Bailly LLP.

CURRENT SITUATION

The auditing firm that is most aligned once again with the Eden Area ROP's needs is Eide Bailly, LLP. The new CPA partner assigned is Ms. Xiupin Guillaume.

The Eden Area ROP would like to renew its agreement for auditing services. The cost of the audit are as follows:

2020-2021 - \$20,500

2021-2022 - \$20,750

2022-2023 - \$21,000

CONSENT CALENDAR



April 2, 2020

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

The following represents our understanding of the services we will provide to Eden Area Regional Occupational Program (the ROP).

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of the ROP, as of June 30, 2021, 2022, and 2023, and for the years then ended, and the related notes, which collectively comprise the ROP's basic financial statements. We are pleased to confirm our acceptance and our understanding of the audit engagements by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

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

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Required GASB Schedules, OPEB and Pension

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

What inspires you, inspires us. | eidebailly.com

3130 Crow Canyon Pl., Ste. 300 | San Ramon, CA 94583-1386 | T 925.480.4000 | F 925.884.2480 | EOE

- 1) Schedule of Average Daily Attendance, if required
- 2) Combining Statements Non-major Governmental Funds, if required

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*, and/or state or regulatory audit requirements. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and, if applicable, in accordance with *Government Auditing Standards* and/or state or regulatory audit requirements.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the ROP's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and related notes of the ROP in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

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

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters:
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and

j. For the accuracy and completeness of all information provided.

With respect to financial statement preparation services and any other nonattest services we perform, the ROP's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

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

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

Reporting

We will issue a written report upon completion of our audit of the ROP's basic financial statements. Our report will be addressed to the governing body of the ROP. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

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

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

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

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. Our fees for the audits will be \$20,500, \$20,750, and \$21,000 for fiscal years ended June 30, 2021, 2022, and 2023. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the ROP's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

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

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

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

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

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant
 and relevant to those charged with governance regarding their oversight of the financial reporting
 process;

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulatory agencies. The regulatory agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

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

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

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

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

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in our local Office.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

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

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

Respectfully,
Martiname_
Xiupin Guillaume
Partner

RESPONSE:
This letter correctly sets forth our understanding.
Acknowledged and agreed on behalf of Eden Area Regional Occupational Program by:
Name:
Name.
Title:
Date:



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Bernie Phelan, Director of Educational Services

SUBJECT: Request the Governing Board to approve the Contract with American

Stage Tours for Sophomore Tour Transportation for the 2020-2021 School

Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services for students within our JPA for the sophomore tours.

CURRENT SITUATION

For the 2020-2021 school year the contract between American Stage Tours and the Eden Area ROP is outlined below:

School	Tour Date	Amount	
San Leandro High School	10/09/20	\$7,280.00	
Castro Valley High School	10/16/20	\$2,510.00	
San Lorenzo High School	10/23/20	\$5,020.00	
Arroyo High School	11/06/20	\$6,150.00	
Hayward High School	11/13/20	\$6,025.00	
Mt. Eden High School	12/04/20	\$6,025.00	
Tennyson High School	12/11/20	\$3,765.00	
	Total	\$37,775.00	

CONSENT CALENDAR



Phone: 925-687-7705 Fax: 925-685-5421

Toll Free

Phone:

Order Date

Website: www.americanstagetours.com Email: info@americanstagetours.com

03/25/20

03/03/20

510-293-2950

Charter Confirmation Confirmed:

> 28349 Charter No.:

Latrice Snowden Eden Area ROP

26316 Hesperian Blvd. Hayward, CA 94545

SalesRep: **Charles Williams**

Thank you for selecting American Stage Tours for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: San Leandro High School # Coaches:

Group Leader: Latrice Snowden Equipment: 2/48 & 4/56 passenger

Destination: Hayward, CA Requested Driver:

Leave Date: Friday, October 09, 2020 Friday, October 09, 2020 Return Date:

Spot Time: 8:00 am 8:30 am Leave Time:

Retn\Drop Time: 3:30 pm

Pickup San Leandro High School

San Leandro

Destination **Eden Area ROP**

Location: 2200 Bancroft Ave. Details: 26316 Hersperian Blvd. Hayward, CA 94545

Transport Charge: \$7,280.00 **Due Dates** Description Amount Date Received **Amount Paid** \$0.00 03/25/20 **Signed Contract** 10/01/20 **Final Payment** Balance Due \$7,280.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature Date



Phone: 925-687-7705 Fax: 925-685-5421

Toll Free

Phone:

Website: www.americanstagetours.com Email: info@americanstagetours.com

510-293-2950

Charter Confirmation Confirmed: 03/25/20

28350 Charter No.:

Latrice Snowden Eden Area ROP

26316 Hesperian Blvd. Order Date 03/03/20

Hayward, CA 94545 SalesRep: **Charles Williams**

Thank you for selecting American Stage Tours for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: Castro Valley High School # Coaches: 2

Group Leader: Latrice Snowden Equipment: 56 passengers

Destination: Hayward, CA Requested Driver:

Leave Date: Friday, October 16, 2020 Friday, October 16, 2020 Return Date:

Spot Time: 8:00 am

Description

Signed Contract

Final Payment

Due Dates

03/25/20

10/02/20

8:30 am Leave Time: Retn\Drop Time: 3:30 pm

Pickup Castro Valley High School Destination **Eden Area ROP**

Location: (Pick up in Loop off Mabel) Details: 26316 Hersperian Blvd. Hayward, CA 94545

19400 Santa Maria Avenue Castro Valley, CA 94546

> **Transport Charge:** \$2,510.00 Amount Date Received **Amount Paid** \$0.00

> > Balance Due

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature Date

> Charles Williams **Tour Coordinator**

\$2,510.00



Phone: 925-687-7705 Fax: 925-685-5421

Toll Free

Phone:

Website: www.americanstagetours.com
Email: info@americanstagetours.com

510-293-2950

Charter Confirmation Confirmed: 03/25/20

Charter No.: 28351

Latrice Snowden
Eden Area ROP

26316 Hesperian Blvd. Order Date 03/03/20

Hayward, CA 94545 SalesRep: Charles Williams

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: San Lorenzo High School # Coaches: 4

Group Leader: Latrice Snowden Equipment: 56 passengers

Destination: **Hayward, CA** Requested Driver:

Leave Date: Friday, October 23, 2020 Return Date: Friday, October 23, 2020

Spot Time: 8:00 am

Leave Time: 8:30 am Retn\Drop Time: 3:30 pm

Pickup San Lorenzo High School Destination Eden Area ROP

Location: 50 East Lewelling Blvd. Details: 26316 Hersperian Blvd.

San Lorenzo Hayward, CA 94545

Due DatesDescriptionAmountDate ReceivedTransport Charge:\$5,020.0003/25/20Signed ContractAmount Paid\$0.0010/09/20Final PaymentBalance Due\$5,020.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature Date



Phone: 925-687-7705 Fax: 925-685-5421

Toll Free

Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation Confirmed: 03/25/20

Charter No. : **28352**

Latrice Snowden Phone: 510-293-2950 Eden Area ROP

26316 Hesperian Blvd. Order Date 03/03/20

Hayward, CA 94545 SalesRep: Charles Williams

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: Arroyo High School # Coaches: 5

Group Leader: Latrice Snowden Equipment: 1/48 & 4/56 passenger

Destination: **Hayward, CA** Requested Driver:

Leave Date: Friday, November 06, 2020 Return Date: Friday, November 06, 2020

Spot Time: 8:00 am

Leave Time: 8:30 am Retn\Drop Time: 3:30 pm

Pickup Arroyo High School Destination Eden Area ROP

Location: 15701 Lorenzo Ave. Details: 26316 Hersperian Blvd.

San Lorenzo, CA 94580 Hayward, CA 94545

Due DatesDescriptionAmountDate ReceivedTransport Charge:\$6,150.0003/25/20Signed ContractAmount Paid\$0.0010/23/20Final PaymentBalance Due\$6,150.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature Date



Phone: 925-687-7705 Fax: 925-685-5421

Toll Free

Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation Confirmed: 03/25/20

Charter No. : **28353**

Latrice Snowden Phone: 510-293-2950 Eden Area ROP

26316 Hesperian Blvd. Order Date 03/03/20

Hayward, CA 94545 SalesRep: Charles Williams

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: Hayward High School # Coaches: 5

Group Leader: Latrice Snowden Equipment: 2/48 & 3/56 passenger

Destination: **Hayward, CA** Requested Driver:

Leave Date: Friday, November 13, 2020 Return Date: Friday, November 13, 2020

Spot Time: 8:00 am

Leave Time: 8:30 am Retn\Drop Time: 3:30 pm

Pickup Hayward High School Destination Eden Area ROP

Location: 1633 East Ave Details: 26316 Hersperian Blvd. Hayward, CA 94540 Hayward, CA 94545

 Due Dates
 Description
 Amount
 Date Received
 Transport Charge:
 \$6,025.00

 03/25/20
 Signed Contract
 Amount Paid
 \$0.00

 10/30/20
 Final Payment
 Balance Due
 \$6,025.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature Date



Phone: 925-687-7705 Fax: 925-685-5421

Toll Free

Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

Confirmed: 03/25/20

Charter No.: **28354**

Latrice Snowden Eden Area ROP Phone: **510-293-2950**

26316 Hesperian Blvd.

Order Date **03/03/20**

Hayward, CA 94545 SalesRep: Charles Williams

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: Mt. Eden High School # Coaches: 5

Group Leader: Latrice Snowden Equipment: 2/48 & 3/56 passenger

Destination: **Hayward, CA** Requested Driver:

Leave Date: Friday, December 04, 2020 Return Date: Friday, December 04, 2020

Spot Time: 8:00 am
Leave Time: 8:30 am

Retn\Drop Time: **3:30 pm**

Pickup Mt. Eden High School

Destination Eden Area ROP

Location: 2300 Panama St

Details: 26316 Hersperian Blvd.

Hayward, CA 94545 Hayward, CA 94545

Due DatesDescriptionAmountDate ReceivedTransport Charge:\$6,025.0003/25/20Signed ContractAmount Paid\$0.0011/20/20Final PaymentBalance Due\$6,025.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature Date



Phone: 925-687-7705 Fax: 925-685-5421

Toll Free

Phone:

Website: www.americanstagetours.com
Email: info@americanstagetours.com

510-293-2950

Charter Confirmation Confirmed: 03/25/20

Charter No.: **28355**

Latrice Snowden
Eden Area ROP

26316 Hesperian Blvd. Order Date 03/03/20

Hayward, CA 94545 SalesRep: Charles Williams

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **Tennyson High School** # Coaches: **3**

Group Leader: Latrice Snowden Equipment: 56 passengers

Destination: **Hayward, CA** Requested Driver:

Leave Date: Friday, December 11, 2020 Return Date: Friday, December 11, 2020

Spot Time: 8:00 am

Leave Time: 8:30 am Retn\Drop Time: 3:30 pm

Pickup Tennyson High School Destination Eden Area ROP

Location: 27035 Whitman St. Details: 26316 Hersperian Blvd.

Hayward, CA 94544 Hayward, CA 94545

Due DatesDescriptionAmountDate ReceivedTransport Charge:\$3,765.0003/25/20Signed ContractAmount Paid\$0.0011/27/20Final PaymentBalance Due\$3,765.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature Date

INFORMATION ITEMS



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: First Reading of Governing Board Policies and Administrative

Regulations 5000-9000

BACKGROUND

By law, districts are mandated to adopt policies and administrative regulations to help ensure that districts are legally compliant. New laws are passed by the legislature and congress every year and our policies can quickly become out-of-date. The last thorough review of all of the Eden Area ROP Governing Board policies and administrative regulations occurred in the 2012-2013 school year.

CURRENT SITUATION

This year staff have worked with a CSBA consultant to analyze our Eden Area ROP's Governing Board Policy Handbook to determine if the Eden Area ROP's mandated board policies and administrative regulations reflect current law and the latest CSBA sample. The consultant also analyzed selected Eden Area ROP policies that have been identified by CSBA as containing important legal requirements. In all, CSBA reviewed all our 0000 through 9000 board policies, administrative regulations and bylaws.

What follows is the first reading of updated 5000-9000 board policies and administrative regulations to reflect current law and regulations. Copies will be available upon request to the public.

RECOMMENDATION

Information only

ACTION ITEMS



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Second Reading and

Adoption of Governing Board Policies and Administrative

Regulations 4000

BACKGROUND

By law, districts are mandated to adopt policies and administrative regulations to help ensure that districts are legally compliant. New laws are passed by the legislature and congress every year and our policies can quickly become out-of-date. The last thorough review of all of the Eden Area ROP Governing Board policies and administrative regulations occurred in the 2012-2013 school year.

CURRENT SITUATION

The 4000 board policies and administrative regulations have been updated based on the feedback and discussion at the March 5, 2020 Governing Board meeting,

What follows is the second reading of updated 4000 board policies and administrative regulations to reflect current law and regulations.

Copies will be available upon request to the public.

RECOMMENDATION

It is recommended that the Governing Board approve the second reading and adoption of Governing Board Policies and Administrative Regulations 4000.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Revised Calendar of

Governing Board Meetings for the 2019-2020 School Year

BACKGROUND

The Eden Area ROP annually presents the Governing Board with the Governing Board Meeting Calendar for the 2019-2020 school year.

CURRENT INFORMATION

The Eden Area ROP 2019-2020 Governing Board Meeting Calendar was approved on June 7, 2019 at the Governing Board Meeting. With the current shelter in place order and uncertainty of the budget outlook for 2020-2021, changes to the calendar are being recommended as follows:

- Change the meeting on Friday, June 5, 2020 at 4:00 pm to Thursday, June 4, 2020 at 5:45 pm
- Add a Special Board Meeting later in June based on board member availability to present the adopted budget for the upcoming fiscal year

RECOMMENDATION

It is recommended that the Governing Board approve the revised calendar of Governing Board meetings for the 2019-2020 school year.

GOVERNING BOARD MEETING DATES 2019-2020

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. The following dates have been scheduled for 2019-2020:

July 2019 No meeting scheduled

August 1, 2019

September 5, 2019

October 2, 2019 1st Wednesday at 5:45 pm

November 7, 2019

December 9, 2019 **2nd Monday at 5:45 pm**

January 2020 No meeting scheduled

February 6, 2020

March 5, 2020

April 2, 2020

May 7, 2020

June 5, 2020 1st Friday at 4:00 pm

June 4, 2020

June _____, 2020 Special Board Meeting

Governing Board Terms 2019-2020 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
Jo A.S. Loss	President	Castro Valley	01/19-12/20	1/2021
Dr. Robert Carlson	Vice President	Hayward	01/18-12/19	1/2020
Peter Oshinski	Member	San Leandro	01/19-12/20	1/2021
Juan Campos	Member	San Lorenzo	01/18-12/19	1/2020

^{*}With the exception of the months of January and July where no meeting is held.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 6-19/20: Day of the Teacher

CURRENT SITUATION:

Day of the Teacher is observed on May 13, 2020 by schools in the State of California. Attached Resolution 6-19/20 officially recognizes the contributions of the instructional staff of the Eden Area ROP to the students of our school and the community.

Quality education depends on a quality teaching staff. The Eden Area ROP is extremely fortunate in their teaching staff and their ability to educate, mentor and develop a relationship with their students.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 6-19/20: Day of the Teacher.

Day of the Teacher: May 13, 2020

WHEREAS, providing quality education to our young people continues to be our greatest challenge in education, as well as our most vital responsibility; and

WHEREAS, we rely on our teachers to ensure proper instruction in a wide variety of subjects, and

WHEREAS, the Eden Area ROP Governing Board recognizes the unique and highly specialized skills that are required to meet the needs of the students served by ROP instructional programs, and are proud of the success that these programs have experienced in the past and in the present; and

WHEREAS, the members of the Eden Area Regional Occupational Program Governing Board wish to express their appreciation and respect for the teachers who are part of the ROP instructional programs for the outstanding and meaningful contributions they are making to our students; and

WHEREAS, May 13, 2020 has been established as the Day of the Teacher by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area Regional Occupational Program Governing Board do hereby declare their support for the celebration of the Day of the Teacher, May 13, 2020

PASSED AND ADOPTED this 7th day of May 2020 by the Eden Area Regional Occupational Program Governing Board by the following vote:

AYES:		
NOES:		
ABSTENTIONS:		
ABSENT:		
	Linda Crangor	

Linda Granger ROP Governing Board Clerk, Eden Area ROP Alameda County, State of California



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 7-19/20: Classified Employees' Week

CURRENT SITUATION

Annually in the state of California, the third full week in May is designated as Classified Employees' Week. This year Classified Employees' Week will be May 17-23. School districts throughout California recognize the contributions made to the education of our students by these valuable employees.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 7-19/20: Classified Employees' Week.

Classified Employees' Week: May 17-23, 2020

WHEREAS, classified school employees contribute to the establishment and promotion of a positive learning environment; and

WHEREAS, classified school employees provide valuable services to the schools and students of the Eden Area Regional Occupational Program; and

WHEREAS, classified school employees play a vital role in providing for the welfare and safety of the students of the Eden Area Regional Occupational Program; and

WHEREAS, classified school employees employed by the Eden Area ROP strive for excellence in all areas relative to the educational community; and

WHEREAS, May 17-23, 2020 has been established as Classified School Employees' Week by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area Regional Occupational Program Governing Board do hereby thank and commend the classified staff of the Eden Area ROP for the outstanding and meaningful contributions they make to all ROP students and declare the week of May 17-23, 2020 as Classified Employees' Week at the Eden Area Regional Occupational Program.

PASSED AND ADOPTED this 7th day of May 2020 by the Eden Area Regional Occupational Program Governing Board by the following vote:

AYES: NOES: ABSTENTIONS: ABSENT:		

Linda Granger ROP Governing Board Clerk, Eden Area ROP Alameda County, State of California



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Ariel Owen, Fiscal Services Administrator

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 8-19/20: Temporary Borrowing Between Funds

BACKGROUND

Education Code Section 42603 provides the Board of Trustees with the authority to borrow between funds temporarily to address cash flow shortages.

CURRENT SITUATION

The Education code 42603 permits the Governing Board authority to delegate duties to an officer of the District. This action item authorizes the Superintendent of the Eden Area ROP to borrow between funds temporarily to address cash flow shortages and to permit the payment of obligations and expenditures that the district will incur for the fiscal year 2020-2021.

The limitations associated with this type of borrowing allows that no more than 75% of the money held in any fund during the current fiscal year may be transferred. In addition, funds must be repaid in the same fiscal year (i.e., by June 30) if the transfer is completed prior to the last 120 days of the fiscal year. If funds are transferred within the last 120 days of the fiscal year, repayment of the funds must be made prior to June 30 in the subsequent year.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 8-19/20: Temporary Borrowing between Funds.



Resolution No. 8-19/20

Temporary Borrowing Between Funds

WHEREAS, the Governing Board of the Eden Area ROP has determined that there may be insufficient cash to meet current obligations; and

WHEREAS, Education Code Section 42603 permits the Governing Board of any school district to direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds and shall not be available for appropriation or be considered income to the borrowing fund.

NOW, THEREFORE, BE IT RESOLVED that in accordance with Education Code Section 42603, monies may be transferred between funds of the district and repaid in accordance with Education Code Section 42603.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 7th day of May 2020, by the following vote:

AYES: NOES: ABSTENTIONS: ABSENT:	
	Linda Granger ROP Governing Board Clerk, Eden Area ROF Alameda County, State of California



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Ariel Owen, Fiscal Services Administrator

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 9-19/20: Year End Budget Transfers of Funds

BACKGROUND

Education Code Sections 42600, 42601, 46202 and 42610 provide the Board of Trustees with the authority to transfer budgets between major expenditure classifications or from undistributed reserves.

CURRENT SITUATION

The Education Code permits the Governing Board authority to delegate duties to an officer of the District. This action item authorizes the Superintendent of the Eden Area ROP to make budget transfers as may be needed between classifications or between the undistributed reserves and the various revenue/expenditure classifications. To permit the payment of obligations of the District incurred in the fiscal year 2020-2021.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 9-19/20: Year End Budget Transfers of Funds.



Resolution No. 9-19/20

Year End Budget Transfers of Funds

WHEREAS, the Governing Board on June 7, 2019, adopted its budget for the Fiscal year 2019-2020; and

WHEREAS, revenues will be received which were unanticipated at the time of Budget adoption or will be received in amounts greater or less than the amount anticipated and budgeted; and

WHEREAS, expenditures in certain classifications will be required in excess of amounts budgeted; and

WHEREAS, amounts budgeted in certain other classifications will not be required for expenditure in those classifications; and

WHEREAS, Education Code Section 42602 provides the Governing Board with the authority to budget and use any unbudgeted income provided during the year from any source; and

WHEREAS, Education Code Sections 42600, 42601, 42602, and 42610 provide the Governing Board with the authority to transfer budgets between major expenditure classifications or from undistributed reserves; and

WHEREAS, Education Code Section 5161 permits the Governing Board authority to delegate duties to an officer of the District.

NOW, THEREFORE, BE IT RESOLVED that the Superintendent of the Eden Area ROP is hereby authorized and directed to make such budget transfers as may be needed between classifications or between the undistributed reserves and the various revenue/expenditure classifications to permit the payment of obligations of the District incurred in the fiscal year 2019-2020 under the provisions of the Education Code Sections 35161, 42600, 42601, 42602, and 42610.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 7th day of May 2020, by the following vote:

AYES:		
NOES:		
ABSTENTIONS:		
ABSENT:		



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Ariel Owen, Fiscal Services Administrator

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 10-19/20: Authority to Sign Contracts for the 2020-2021

Fiscal Year

BACKGROUND

The Governing Board can delegate to the Superintendent and/or designee(s) the authority to sign contracts on behalf of the Eden Area ROP.

CURRENT SITUATION

By_adopting Resolution 10-19/20, the Governing Board authorizes the named positions to sign contracts on behalf of the Governing Board for the 2020-2021 fiscal year. Based on Public Contract code 20118, all contracts signed by the individuals are ultimately ratified by the Board, either by personnel appointments, approval of warrants, or other methods, in relationship to purchasing; it limits the authority to sign to correspond with bidding limitations.

This resolution is for 2020-2021 fiscal year and will be brought back to the Board each fiscal year for review.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 10-19/20: Authority to Sign Contracts for the 2020-2021 fiscal year.



Resolution No. 10-19/20

Authority to Sign Contracts for the 2020-2021 Fiscal Year

WHEREAS, the Governing Board hereby delegates to the Administrators listed below the power to enter into contracts on behalf of the Eden Area ROP for current fiscal year, pursuant to Public Contract Code 20118.

WHEREAS, such power is limited to the subject matters and monetary limits set forth in Public Contract Code 20111 and 20112.

WHEREAS, such delegated power shall be exercised in accordance with the provisions of Public Contract Codes 20111, 20112, and 20118.

NOW, THEREFORE, BE IT RESOLVED, The officers to whom such power to enter into contracts is delegated are: Superintendent, Director of Adult Programs, Director of Educational Services, Assistant Director of Educational Services, Fiscal Services Administrator and Human Resources Administrator.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 7th day of May 2020, by the following vote:

AYES: NOES: ABSTENTIONS: ABSENT:	
	Linda Granger ROP Governing Board Clerk, Eden Area ROP



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Ariel Owen, Fiscal Services Administrator

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 11-19/20: Delegation of Powers to Agents for the 2020-

2021 Fiscal Year

BACKGROUND

The Governing Board can delegate to the Superintendent and/or designee(s) the authority to enter contracts on behalf of the Eden Area ROP. Such power to contract will conform in all instances with the legal requirement of Public Contract Code 20111, 20112 and 20118.

CURRENT SITUATION

By adopting Resolution 11-19/20, Per Education code 39656 the Governing Board of any school district is able to delegate authority to the Superintendent and/or designee(s) and to proceed with all the necessary steps as to calling for bids and awarding those bids prior to Governing Board approval, with those actions being brought back to the Governing Board for ratification at the appropriate meeting.

By proceeding in this fashion, we have found that we are able to cut between 3-8 weeks from the normal time period for making commitments for various items within the budget.

This resolution is for 2020-2021 fiscal year and will be brought back to the Governing Board each fiscal year for review.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 11-19/20: Delegation of Powers to Agents for the 2019-2020 fiscal year.



Resolution No. 11-19/20

Delegation of Powers to Agents for the 2020-2021 Fiscal Year

WHEREAS, the Governing Board desires to streamline the procurement of goods, and services for the Eden Area ROP; and

WHEREAS, delays in contracting and purchasing may cause increase cost and decreased services to the district, and

WHEREAS, Education Code Section 39656 allows the Governing Board of any school district to delegate the authority to enter into contracts, purchase of supplies, materials, apparatus, equipment and services with a blanket authorization.

NOW, THEREFORE, BE IT RESOLVED that the Eden Area ROP Governing Board hereby delegates the authority contained in Education Code 39656 to the Superintendent and designee; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that this delegation is for contracts, change orders, purchase of supplies, materials, apparatus, equipment and services for current fiscal year, if they are in the approved budget, and must be ratified by the Governing Board within sixty (60) days of incurring the expenses; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that all contracts and purchases will conform in all instances with the legal requirements of Public Code 20111, 20114 and 20118.4, equipment and services for 2020-2021 fiscal year.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 7th day of May 2020, by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

Linda Granger ROP Governing Board Clerk, Eden Area ROP Alameda County, State of California



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Proposal to Modify the

Delivery of Services within the Educational Services Department for the

2020-2021 School Year

BACKGROUND

There are four (4) classified positions within the Educational Services Department that support our students, staff and member districts: an Administrative Assistant, Office Support Specialist, Public Relations and Marketing Specialist and Attendance Specialist.

Administratively, there is a Director of Educational Services, Assistant Director of Educational Services and a Grant Coordinator.

CURRENT SITUATION

In an effort to identify means in which the Eden Area ROP can provide services to our districts in an efficient and cost effective manner, we can modify the service delivery model among three classified positions and reduce the costs associated with providing services within the department.

Additionally, new grant funding from the Strong Workforce Program for a Pathway Coordinator will enable the Eden Area ROP to support member districts in implementing Strong Workforce Program grants, and bring additional funding to the Eden Area ROP.

If the Governing Board approves the proposal, the changes will take effect in the 2020-2021 school year.

RECOMMENDATION

It is recommended that the Governing Board approve the proposal to modify the delivery of services within the Educational Services department for the 2020-2021 school year.



To: Eden Area ROP Governing Board From: Linda Granger, Superintendent

Date: May 7, 2020

Re: Proposal to Modify the Delivery of Services within the Educational Services

Department for the 2020-2021 School Year

Currently, we have four (4) classified positions in the Educational Services department:

• Attendance Specialist

- Office Support Specialist
- Marketing and Public Relations Specialist
- Administrative Assistant

As a small organization with limited opportunities to advance within the organization, maintaining consistent staffing has been a challenge. In fact, the Office Support Specialist position has been vacant almost the entire year. The Attendance Specialist and Administrative Assistant have taking on the responsibilities of this position while the position has been vacant. In an effort to identify ways in which the Eden Area ROP can run more efficiently and effectively to support students and our member districts, we can shift responsibilities of the classified staff with three positions rather than four positions.

- In the proposed model there will be three classified positions:
 - Registrar
 - Office Support Technician
 - Office Assistant
- The Office Support Specialist and Marketing and Public Relations Specialist positions will be eliminated
- The Attendance Specialist and Administrative Assistant positions will be revised to include additional responsibilities
- A new Office Assistant Position will be created

In this model the responsibilities of the Marketing and Public Relations Specialist will provided by the existing Teacher on Special Assignment in the Educational Services Department. The Office Support Specialist position responsibilities will be divided among the Attendance Specialist, the Administrative Assistant, and the new Office Assistant position. With the increased responsibilities of the Attendance Specialist and the Administrative Assistant, increases in pay and job title changes to Registrar and Office Support Technician are also recommended.

Administratively, the department has a Director of Educational Services, Assistant Director of Educational Services and a Grant Coordinator. As the grant funds for the Grant Coordinator position sunset, the plan was to eliminate this position for the 2020-2021 school year. However, as part of the Strong Workforce Program, the State has allocated funding for Local Education Agencies to host a Pathway Coordinator position to support the connection between high schools and community college programs. The Eden Area ROP was awarded an annual \$125,000 grant to serve in this role for our districts. Moving forward, the department will continue to have a Director of Educational Services and Assistant Director of Educational Services, with a Pathway Coordinator rather than a Grant Coordinator supporting the districts.

The net fiscal impact to the organization is as follows:

Staffing Recommendations for 2020-2021	
Eliminate:	
Office Support Specialist	\$ 51,529
Public Relations and Marketing Specialist	\$ 44,597
	\$ 96,126
Add:	
Pathway Coordinator	\$ 141,004
Increase pay and work duties:	
Attendance Specialist (rename position Registrar)	\$ 6,500
Administrative Assistant (rename position Office Support Technician)	\$ 2,500
Office Assistant	\$ 38,528
	\$ 188,532
	\$ (92,406)
New Funding Source	
SWP Pathway Coordinator Grant	\$ 125,000
annual savings	\$ 32,594

This model will enable us to continue to support the member districts while saving approximately \$32,000 per year.



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,

Position Eliminations and New Position

BACKGROUND

Currently, there are four (4) classified positions in Educational Services to serve the needs of the department, administrators and instructors.

CURRENT SITUATION

In an effort to be more cost effective and to create more efficient and effective productivity in the Educational Services department, we have reviewed and revised job descriptions.

New Position & Job Description

Office Assistant

Positions Eliminated

Public Relations & Marketing Specialist Office Support Specialist

Job Description Updates & Title Changes

Previous Title New Title

Administrative Assistant Office Support Technician

Attendance Specialist Registrar

RECOMMENDATION

It is recommended that the Governing Board approve the revised job descriptions, position eliminations and new position.



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

Job Title:	Office Assistant	Reports to:	HR Administrator
Job Location:	Hayward Center	Department:	Administration

Position Overview

Purpose:

Perform advanced level administrative support for the Eden Area Regional Occupational Program.

Duties and Responsibilities:

- Welcome visitors by greeting them, in person or on the telephone; answering or referring inquiries
- Answer phone inquiries and emails, and disseminate information regarding ROP programs
- Maintains security by following procedures, checking in and directing visitors, and issuing visitor badges
- Coordinate delivery of received items for the purpose of ensuring items ordered are delivered in a timely and accurate manner
- Prepare shipments for postal or commercial conveyance
- Receive incoming materials and compare information on packing slip with purchase order to verify accuracy of shipment; may process return shipments from customer
- Inspect shipments for damages or defects; record discrepancies or damages and notifies supervisor and/or purchasing personnel
- Deliver items to requisitioning departments and obtain authorized signatures for accepted items
- Maintain brochures for all programs
- Act as back up for Office Support Technician
- Provide support to and back up Registrar
- Maintain and update Educational Department forms and supplies
- Provide wide range of complex office administration and support
- Perform C101 calls and input data for C101 reports
- Maintain first aid equipment for instructors and distributes first aid supplies to students as needed
- Prepare for and attend advisory meetings
- Arrange for copying and printing
- Assist with projects and special events
- Assist with EAROP activities such as CTE month, principals' breakfast, counselors' luncheon, business breakfast, student awards ceremonies, student of the year, staff inservice, professional development meetings, etc.
- Assist with marketing strategies, including creation of brochures and marketing documents
- Provide off grounds passes to students
- Input, tag and maintain fixed asset database
- Check in substitute instructors
- Assist with student of the month activities
- Assist with sophomore tours
- Assist with WASC preparation
- Perform other duties as assigned

Employment Type:	Full Time	Employment Category:	Classified
Work Year:	10 month (185 work days)	Days/Hours:	Monday-Friday



*10 paid holidays 7:30am-4:00pm

Position Qualifications

Knowledge:

- Intermediate Microsoft Word, Excel, PowerPoint and online navigation
- Intermediate experience with graphics software
- General school office/ professional environment rules and principles
- Correct English grammar, punctuation, spelling, and proofreading
- Record keeping and complex filing systems

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

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
- Two years college desired

Experience:

- 2+ years administrative support experience
- Previous experience working in a school setting desired

Certifications/Credentials:

• Basic Driver License

Additional Requirements:

- Pass Basic Skills Test
- Fluent in Spanish highly desired

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



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

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

Position Overview

Purpose:

Perform advanced level administrative support for the Educational Services Administrators and certificated staff.

Duties and Responsibilities:

- Manage Educational Services calendar and schedule meetings, appointments and travel arrangements as requested
- Provide wide range of complex office administration and support to the Educational Services Administrators
- Acquire data from primary or secondary data sources and maintain databases/data systems
- Assist with compiling off-site compliance data and developing reports and compiling statistics
- Assist with preparation of board items
- Receive and direct incoming calls
- Prepare and maintain logs and records of student discipline activities
- Prepare and process correspondence including as parent notifications, student improvement contracts and suspension notices, site agreements, Co-op/Community Classroom Visitation/placement logs
- Maintain site agreements, Co-op/Community Classroom Visitation/placement logs and field documentation
- Prepare student handbook
- Prepare materials for CTSO's
- Under the supervision of the Director of Educational Services, coordinate and execute Educational Services activities such as CTE month, principals' breakfast, counselors' luncheon, business breakfast, student of the year, student awards ceremonies, etc.
- Prepare donation acceptance letters and maintain donation file
- Maintain Master Calendar and Meetings Calendar
- Schedule meetings and workshops for the department and staff
- Prepare Certificates of Completion for ROP students
- Prepare Certificates of Appreciation for Businesses who support ROP students and programs
- Enter data by inputting alphabetic and numeric information using an established procedure and through a detailed web based interface
- Interpret data, analyze results using statistical techniques and provide ongoing reports
- Maintain records of activities and tasks
- Respond to requests for information and access relevant files
- Prepare for and attend advisory meetings
- Act as point of contact for all early college credit options provided
- Assist with CATEMA enrollment
- Arrange for substitute instructors as required
- Maintain accurate data of substitute service for payroll
- Accept staff calls or messages for illness/absence
- Maintain accurate staff attendance data
- Assist with sophomore tours



- Establish, maintain and monitor accurate, neat and efficient electronic and manual filing systems
- 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 6:45am-3:15pm

Position Qualifications

Knowledge:

- Advanced Microsoft Word, Excel, PowerPoint and online navigation
- General school office/ professional environment rules and principles
- Correct English grammar, punctuation, spelling, and proofreading
- Record keeping and complex filing systems

Abilities:

- Perform in an independent, self-directed manner and present a professional, positive representation of the ROP
- Work confidentially
- Communicate effectively and professionally both verbally and in writing
- Skilled at multi-tasking

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
- Two years college desired

Experience:

- 3+ years administrative support experience
- Previous experience working in a school setting

Certifications/Credentials:

• Basic Driver License

Additional Requirements:

- Pass Basic Skills Test
- Bilingual/Spanish Speaking preferred

Salary Schedule Placement:	C 5% Confidential Stipend	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on successful annual evaluation	Governing Board Approved	Pending



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

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

Position Overview

Purpose:

Perform as the liaison with school sites and instructors as required to obtain attendance data; analyze and key data and process all attendance reports; prepare submissions.

Duties and Responsibilities:

- Coordinate attendance with numerous staff of the JPA
- Import and maintain off site attendance (drops, enrollment, grades and graduation list)
- Receive and verify all attendance data
- Compile and enter complete, accurate and timely attendance data into software program
- Compile and maintain complete, accurate and timely emergency information on students
- Compile and prepare a variety of complete, accurate and timely attendance statistics and reports as needed
- Create files, post attendance, run missing attendance report and follow up with instructors to gather missing information
- Print and scan enrollment bubble sheets for registration; ensure students are enrolled in correct class and section
- Maintain class rosters
- Create courses, classes and sections
- Input and maintain school calendars, bell schedules, school sites, new staff and teachers
- Collect and distribute grades on site and off site; print and scan grades
- Run active student report as needed
- Print and collect H reports; maintain weekly attendance spreadsheet
- Collect, print and scan C101 reports
- Perform queries and run miscellaneous reports as needed
- Prepare complete, accurate and timely staff mandated records
- Prepare annual reports
- Support Educational Services Administrators by gathering and inputting data for various student enrollment reports
- Attend meetings, maintain data and create reports for grant funded programs as needed
- Respond accurately to all questions pertaining to attendance accounting procedures, processes and reporting
- Print, scan and collect WASC surveys
- Maintain data base information for special programs
- Assist with CALPADs changes
- Prepare and maintain list of student with medical conditions and maintain emergency information
- Input medical conditions into student information system and data spreadsheet
- Help compose and edit attendance sections in policies and staff handbooks
- Train new teachers how to use attendance system and input attendance
- Set up and maintain general files and specialized attendance files
- Provide off grounds passes to students
- Cross check information and accuracy in educational Services and Attendance Department binders
- Call parents as necessary regarding excused absences



- Prepare letters of verification of attendance upon request
- Order forms and supplies as needed
- Assist with sophomore tours
- 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:

- Advanced computer skills, specifically Microsoft Word, Excel, PowerPoint, and online navigation
- Strong documentation skills
- Complex filing systems
- Attendance system
- Telephone etiquette
- Basic math

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
- Flexibility

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
- Two years college desired

Experience:

- At least 2 years' experience working in an attendance office
- Previous experience working in a school setting

Certifications/Credentials:

• Basic Driver License

Additional Requirements:

- Pass Basic Skills Test
- Bilingual/Spanish Speaking preferred



Salary Schedule Placement:	B 5% Confidential Stipend	Annual Benefits:	\$11,621.16 *Mandatory Vision & Dental deducted
Terms of Employment:	Year to year based on successful annual evaluation.	Governing Board Approved	Pending



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Mercedes Henderson, Human Resources Administrator

SUBJECT: Request the Governing Board to approve the Pathway Coordinator

Position and Job Description and Revised Assistant Director of

Educational Services Job Description

BACKGROUND

As part of the K-12 Strong Workforce Program (SWP) grant, the state has allocated ongoing funds for a Pathway Coordinator to connect the K-12 system to the Community College System. The state has allocated one position for each of the 72 community colleges throughout the state. Eligible Local Education Agencies (LEA) were invited to apply to host the Pathway Coordinator position.

In partnership with Tri Valley ROP, we have been selected to host this position for Chabot Las Positas Community College District. With matching funds from the colleges, we will each have one full time position to serve each college.

CURRENT SITUATION

With the elimination of the Grant Coordinator position and the additional reporting responsibilities tied to the newly approved Strong Work Force grants, the Eden Area ROP needs an administrator responsible for the management of our grant funded programs.

We have created the Pathway Coordinator position to fulfill the responsibility for the development, management, implementation and reporting of Strong Work Force, Career Technical Education Incentive Grant program and other grant funded programs. To align with the requirements of the Pathway Coordinator Position, we have also modified the Assistant Director of Educational Services job description to maintain a workload balance among the two positions.

RECOMMENDATION

It is recommended that the Governing Board approve the Pathway Coordinator position and job description and the revised Assistant Director of Educational Services job description.



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

Job Title:	Pathway Coordinator	Reports to:	Superintendent
Job Location:	Hayward Center	Department:	Educational Services

Position Overview

Purpose:

Under the supervision of the Superintendent, responsible for the development, management, implementation and reporting of Strong Work Force, CTEIG and other grant funded programs in support of furthering the mission of Eden Area ROP.

- Develop effective relationships with staff and district partners to ensure success of programs
- Assist the Director in the development of CTE programs aligned to the 11 elements of a high quality CTE program
- Represent EAROP and partner districts interests at Bay Area Community College Consortium meetings
- Coordinate and oversee articulations
- Oversee and ensure that CATEMA is being used and updated
- Advocate for career pathways and academies and pursue A-G approval
- Act as point of contact for community colleges
- Direct the preparation of various statistical reports including program enrollment, student information and pathway data
- Visit sites and classrooms on a regular basis
- 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
- Assist with student discipline
- Develop strategies to sustain courses and problem resolution
- Oversee and participate in the promotion of the EAROP with public entities and agencies
- Lead and engage staff in addressing student needs and providing high quality teaching and learning
- Communicates regularly with educational services to discuss ways to most effectively assist curriculum, instruction and professional learning needs
- 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
- Monitor and review legal requirements and compliance related to programs and districts
- 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
- Assist with the planning and directing of communication of program information to students, staff, district, and community partners
- Insure compliance of district information and data submissions into CalPADS and CalPASS plus
- Collaborate with a variety of parties for the purpose of securing funding to maintain and enhance services and programs.
- Coordinate and oversee CTEIG, Strong Work Force and other grant funded programs (e.g. evaluations, budget, finance, reports, etc.) for the purpose of ensuring compliance with funder guidelines
- Responsible for approving student field trips and assuring that teachers and staff adhere to field trip policies, procedures and mandates.



- •
- Develop, facilitate, and participate in meetings, workshops and seminars for the purpose
 of conveying and/or gathering information required to perform functions of CTEIG,
 Strong Work Force and other grant funded programs
- Supervise and evaluate Work Based Learning Specialists
- Supervise and evaluate Business Engagement Specialist
- Present concepts, status, and information to a variety of groups (e.g. funding requests, grant applications etc.) for the purpose of gaining the required administrative approval
- Aid in supervision of student transportation
- Work with instructional staff to assist them with promotional activities and communications
- Respond to and resolve difficult and sensitive inquiries and complaints from parents and students
- Responsible for classroom backup/coverage when necessary
- Conduct and mediate after-school meetings with parents
- Plan and conduct staff meetings and department meetings
- Coordinate middle school summer school program
- Oversee all arrangements and paperwork relating to CTSO's
- Review and approve CTSO activities
- Coordinate and facilitate district curriculum meetings
- Oversee instructional programs budgets
- Make presentations to the Governing Board as needed
- Chair meetings as assigned
- Other duties as assigned

Employment Type:	Full Time	Employment Category:	Certificated Management
Work Year:	217 work days	Days/Hours:	Monday-Friday 7:30am-4:00pm

Position Qualifications

Knowledge:

- Career Technical Education pathways and ROP programs
- Public school curriculum
- Community organizations
- Public and private funding sources
- EAROP practices and procedures, EAROP mission, goals and policies
- Course and curriculum development
- Operational and instructional principles of CTE/adult 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 decisionmaking 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:

- Three (3) 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:	С	Annual Benefits:	 \$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 Board Approval



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

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

Position Overview

Purpose:

Provide support to the Director of Educational Services to build a high-performing school staff and leadership team that accelerates student achievement and results in measureable outcomes. Work collaboratively with department members and staff to reach goals of Educational Services.

Duties and Responsibilities:

- Develop effective relationships with staff and district partners to ensure success of programs
- Assist the Director in the development of CTE programs aligned to the 11 elements of a high quality CTE program
- Act as point of contact for off-site school counselors
- Act as Title IX coordinator
- Act as NCAA clearinghouse coordinator
- Monitor workplace requirements, community classrooms and CVE to ensure compliance and support pathways for students
- Coordinate, monitor and evaluate Workability program and staff
- Direct the evaluation of the student activities; make necessary adjustments and recommendations as required
- Direct the planning and preparation of the course catalog at the Center, on the website and at the school sites
- Oversee and maintain school safety plan
- Update and oversee all school safety protocols and procedures
- Act as administrative advisor to the Safety Committee
- Oversee and coordinate Student Services
- Supervise and evaluate maintenance and security staff
- Visit sites and classrooms on a regular basis
- 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
- Assist with student discipline
- Develop strategies to sustain courses and problem resolution
- Lead and engage staff in addressing student needs and providing high quality teaching and learning
- Communicates regularly with educational services to discuss ways to most effectively assist curriculum, instruction and professional learning needs
- 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
- Oversee all arrangements and paperwork relating to CTSO's
- Monitor and review legal requirements and compliance related to programs and districts
- 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
- Manage substitute procedures and protocols
- Facilitate orientation of new instructors



- Responsible for approving student field trips and assuring that teachers and staff adhere to field trip policies, procedures and mandates.
- Plan and conduct staff meetings and department meetings
- Oversee and participate in the promotion of the EAROP 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
- Conduct and mediate after-school meetings with parents
- Respond to and resolve difficult and sensitive inquiries and complaints from parents and students
- Oversee instructional program budgets
- Work with various departments on facilities planning, equipment acquisition, and materials/supplies procurement
- Responsible for classroom backup/coverage when necessary
- Aid in supervision of student transportation
- Make presentations to the Governing Board as needed
- Chair meetings as assigned
- Other duties as assigned

Employment Type:	Full Time	Employment Category:	Certificated Management
Work Year:	217 work days	Days/Hours:	Monday-Friday 7:30am-4:00pm

Position Qualifications

Knowledge:

- EAROP practices and procedures, EAROP mission, goals and policies
- Course and curriculum development
- Operational and instructional principles of CTE/adult 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 decisionmaking 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:



- Three (3) 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:	С	Annual Benefits:	 \$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 Board Approval



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Revised Salary

Schedules

BACKGROUND

Salary Schedules for all employee groups are maintained and approved by the Governing Board to provide guidance regarding compensation for all employees. Updates to the salary schedules occur when the Governing Board authorizes pay increases and when positions are added or removed from the organization.

CURRENT SITUATION

The following salary schedules presented, reflect the changes being proposed to the delivery of services in the Educational Services Department for the Classified and Administrative employees.

- Salary Scale Chart 1: Classified Employees
- Salary Scale Chart 4: Management

RECOMMENDATION

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



Salary Scale Chart 1 Classified Employees

2020-2021

Effective: TBD

Step	Work Year	Additional Responsibilities	Classified Position Titles
В	12 months	Confidential	Executive Assistant
В	12 months	Confidential	Registrar
C1	10 months		Student Support Services Technician
C2	12 months	Confidential	Office Support Technician
C2	12 months	Confidential	Accounting Technician
D	12 months		Accounts Receivable/Purchasing Technician
E1	10 months		Office Assistant
E2			
CZ	12 months		Computer Operations Technician
E2	12 months 12 months		Computer Operations Technician Security-Grounds Officer
			· ·
E2	12 months		Security-Grounds Officer

10 months= 193 days

11 months = 223 days

12 months = 260 days

Column and Step

Step	Column	1	2	3	4	5	6	7	8	9
	Hourly	\$27.16	\$28.30	\$29.53	\$30.81	\$32.14	\$33.55	\$35.00	\$36.54	\$38.18
В	Monthly	\$4,413.50	\$4,598.75	\$4,798.63	\$5,006.63	\$5,222.75	\$5,451.88	\$5,687.50	\$5,937.75	\$6,204.25
	Yearly	\$52,962.00	\$55,185.00	\$57,583.50	\$60,079.50	\$62,673.00	\$65,422.50	\$68,250.00	\$71,253.00	\$74,451.00
	Hourly	\$25.11	\$26.15	\$27.27	\$28.43	\$29.64	\$30.91	\$32.24	\$33.63	\$35.13
C1	Monthly	\$3,634.67	\$3,785.21	\$3,947.33	\$4,115.24	\$4,290.39	\$4,474.22	\$4,666.74	\$4,867.94	\$5,085.07
	Yearly	\$36,346.73	\$37,852.13	\$39,473.33	\$41,152.43	\$42,903.90	\$44,742.23	\$46,667.40	\$48,679.43	\$50,850.68
	Hourly	\$25.11	\$26.15	\$27.27	\$28.43	\$29.64	\$30.91	\$32.24	\$33.63	\$35.13
C2	Monthly	\$4,080.38	\$4,249.38	\$4,431.38	\$4,619.88	\$4,816.50	\$5,022.88	\$5,239.00	\$5,464.88	\$5,708.63
	Yearly	\$48,964.50	\$50,992.50	\$53,176.50	\$55,438.50	\$57,798.00	\$60,274.50	\$62,868.00	\$65,578.50	\$68,503.50
	Hourly	\$24.17	\$25.16	\$26.22	\$27.33	\$28.50	\$29.73	\$31.01	\$32.35	\$33.77
D	Monthly	\$3,927.63	\$4,088.50	\$4,260.75	\$4,441.13	\$4,631.25	\$4,831.13	\$5,039.13	\$5,256.88	\$5,487.63
	Yearly	\$47,131.50	\$49,062.00	\$51,129.00	\$53,293.50	\$55,575.00	\$57,973.50	\$60,469.50	\$63,082.50	\$65,851.50
	Hourly	\$21.90	\$22.77	\$23.71	\$24.71	\$25.74	\$26.81	\$27.95	\$29.15	\$30.40
E1	Monthly	\$3,170.03	\$3,295.96	\$3,432.02	\$3,576.77	\$3,725.87	\$3,880.75	\$4,045.76	\$4,219.46	\$4,400.40
	Yearly	\$31,700.25	\$32,959.58	\$34,320.23	\$35,767.73	\$37,258.65	\$38,807.48	\$40,457.63	\$42,194.63	\$44,004.00

EAROP Governing Board Approved: Pending

Step	Column	1	2	3	4	5	6	7	8	9
	Hourly	\$21.90	\$22.77	\$23.71	\$24.71	\$25.74	\$26.81	\$27.95	\$29.15	\$30.40
E2	Monthly	\$3,558.75	\$3,700.13	\$3,852.88	\$4,015.38	\$4,182.75	\$4,356.63	\$4,541.88	\$4,736.88	\$4,940.00
	Yearly	\$42,705.00	\$44,401.50	\$46,234.50	\$48,184.50	\$50,193.00	\$52,279.50	\$54,502.50	\$56,842.50	\$59,280.00
	Hourly	\$21.01	\$21.89	\$22.76	\$23.69	\$24.68	\$25.72	\$26.78	\$27.93	\$29.12
F	Monthly	\$3,041.20	\$3,168.58	\$3,294.51	\$3,429.13	\$3,572.43	\$3,722.97	\$3,876.41	\$4,042.87	\$4,215.12
	Yearly	\$30,411.98	\$31,685.78	\$32,945.10	\$34,291.28	\$35,724.30	\$37,229.70	\$38,764.05	\$40,428.68	\$42,151.20
Н	Hourly	\$20.30	\$21.09	\$21.96	\$22.84	\$23.77	\$24.76	\$25.78	\$26.85	\$28.00
L	Hourly	\$14.42								

Associate's Degree	Bachelor's Degree	Master's Degree	Confidential Stipend
\$612 per year	\$867 per year	\$1,122 per year	5%

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

NOTES:

- Longevity Columns 6, 7, 8, 9, reached at 10, 15, 20, 25 years respectively.
- Numbers have been rounded.
- 5% confidential stipend given to employees assigned confidential responsibilities and/or significant additional responsibilities.



Salary Scale Chart 4 ADMINISTRATION

2020-2021

Effective: TBD

STEP	ADMINISTRATION POSITION TITLES	
Α	Director - Certificated Position 220 day work year	
В	Principal – Certificated Position 217 day work year (Not filled at this time)	
C-1	Assistant Director - Certificated Position 217 day work year	
C-1	Pathway Coordinator - Certificated Position 217 day work year	
C-2	Fiscal Services Administrator - Classified Position-260 day work year (this position accrues vacation)	
C-2	Human Resources Administrator- Classified Position-260 day work year (this position accrues vacation)	

Range and Column

Range	Column	1	2	3	4	5
	Daily	\$580.78	\$608.79	\$638.20	\$669.08	\$701.49
Α	Monthly	\$10,647.63	\$11,161.15	\$11,700.33	\$12,266.47	\$12,860.65
	Annually	\$127,771.60	\$133,933.80	\$140,404.00	\$147,197.60	\$154,327.80
	Daily	\$535.47	\$562.24	\$590.35	\$619.88	\$650.87
В	Monthly	\$9,683.11	\$10,167.11	\$10,675.56	\$11,209.49	\$11,769.87
	Annually	\$116,197.35	\$122,005.34	\$128,106.70	\$134,513.91	\$141,238.41
	Daily	\$539.89	\$565.39	\$592.15	\$620.27	\$649.79
C-1	Monthly	\$9,763.01	\$10,224.14	\$10,708.05	\$11,216.55	\$11,750.37
	Annually	\$117,156.13	\$122,689.63	\$128,496.55	\$134,598.59	\$141,004.43
	Daily	\$450.60	\$471.88	\$494.22	\$517.69	\$542.32
C-2	Monthly	\$9,763.01	\$10,224.14	\$10,708.05	\$11,216.55	\$11,750.37
	Annually	\$117,156.13	\$122,689.63	\$128,496.55	\$134,598.59	\$141,004.43

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

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



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Ariel Owen, Fiscal Services Administrator

SUBJECT: Request the Governing Board to approve the ongoing Agreement

with the California School Boards Association District Services

Corporation for GASB Report Services

BACKGROUND

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

CURRENT SITUATION

Public Agency is permitted pursuant to GASB 68, GASB 74 and 75 full report and GASB 68, GASB 74 and 75 disclosure to calculate its liability (actuarial valuation) by an alternative measurement method (AMM). The most recent actuarial valuation using the AMM report for Eden Area ROP was completed in November 10, 2018. To be in compliance with the GASB reporting, an updated Disclosure Report is needed.

RECOMMENDATION

It is recommended that the Governing Board approve the ongoing agreement with the California School Boards Association District Services Corporation for GASB report services.

GASB REPORTS Service Agreement

This GASB REPORTS Report Agreement, ("Agreement"), is executed by Eden Area ROP (Public Agency), for the benefit of the California School Boards Association District Services Corporation ("CSBADSC").

RECITALS

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

WHEREAS, Public Agency is permitted pursuant to GASB 68, GASB 74 and 75 full report and GASB 68, GASB 74 and 75 disclosure to calculate its liability (actuarial valuation) by an alternative measurement method; and

WHEREAS, CSBADSC offers actuarial valuation calculation service (GASB 74 and 75 DISCLOSURE REPORT SERVICE) to public agencies.

NOW THEREFORE, in consideration of CSBADSC providing a GASB 74 and 75 DISCLOSURE REPORT for Public Agency, and for other good and valuable consideration the receipt and sufficiency of which Public Agency hereby acknowledges, Public Agency agrees as follows:

- 1. That Public Agency will pay CSBADSC a fee of \$1,500 upon completion of the actuarial valuation.
- 2. That Public Agency will pay CSBADSC an additional fee, at the rate of \$250 per hour or a fraction thereof, if it requests additional technical support related to the actuarial valuation, and the support would require the actuary's expertise.
- 3. That Public Agency acknowledges that accurate data is critical to calculating a reliable actuarial valuation and that CSBADSC is not liable for an incorrect actuarial valuation that is caused by erroneous data supplied by Public Agency.
- 4. That Public Agency acknowledges that CSBADSC will not be liable for any indirect, special, consequential, or incidental loss or damage to Public Agency or any other person for the use of or reliance on the Report. If the Report is incorrect, Public Agency shall have the right only to recover up to the limit of the fee it paid for the service.
- 5. That Public Agency acknowledges that the actuarial valuation may contain CSBADSC's work product and/or proprietary materials intended for Public Agency's use and benefit

only, and that Public Agency may not disclose any such material to any third parties without CSBADSC's prior consent. This shall by no means affect Public Agency's right or responsibility to distribute the actuarial valuation to any of its professional service providers which Public Agency may hold liable under a duty of confidentiality or to any regulatory or government agency when required by law.

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

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

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



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Ariel Owen, Fiscal Services Administrator

SUBJECT: Request the Governing Board to approve the Agreement with

Kaizon Solutions for Janitorial Services for the 2020-2021 School

Year

BACKGROUND

Each year the Eden Area Regional Occupational Program contracts for janitorial services.

CURRENT SITUATION

After an evaluation of the quality of service we have been receiving from our current janitorial service company, the Eden Area ROP seeked informal bids from other janitorial companies. Kaizon Solutions stands out in terms of pricing and detailed scope of services that they offer.

The attached agreement provides details of the janitorial service provided by Kaizon Solutions for the 2020-2021 school year.

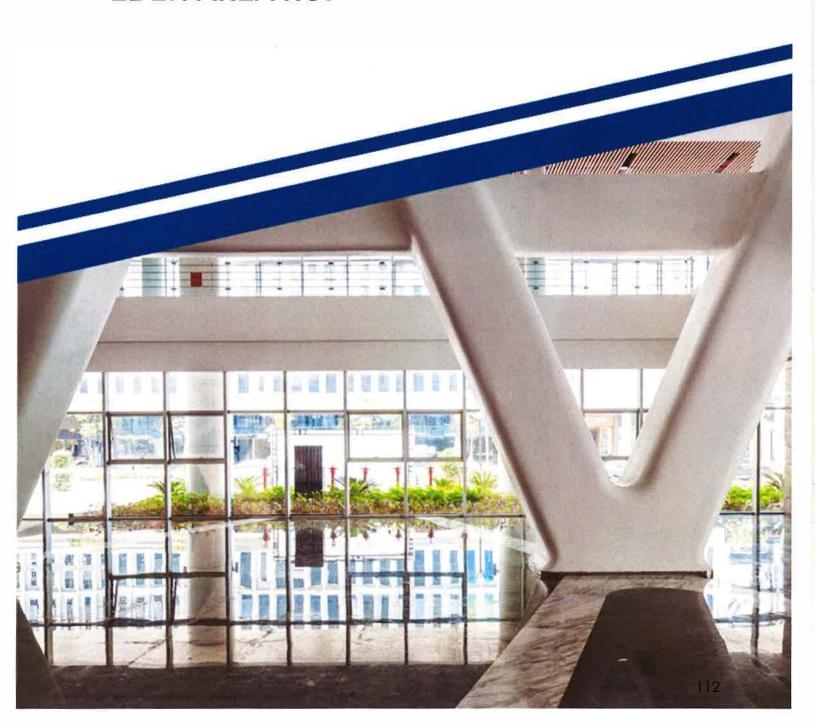
RECOMMENDATION

It is recommended that the Governing Board approve the agreement with Kaizon Solutions for janitorial services for the 2020-2021 school year.

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, replace liners and spot clean trash receptacles
- Clean and disinfect desks, countertops, table tops and filing cabinets and disinfect desktops and accessories
- 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 smudges on glass entrance doors and partitions

- Clean and disinfect toilet bowls, urinals and sinks
- Clean and disinfect restroom mirrors
- Clean and disinfect splash marks around sinks and dispensers
- Clean and disinfect restock restroom dispensers with customer's supplies
- Spot clean chairs, cabinet exteriors and vending machines
- Clean and disinfect break room tables and countertops
- Clean and disinfect break room appliance exteriors

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 ceramic walls, partition walls and doors

MONTHLY

- Wipe and sanitize 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
Start Date:	TBD

Pricing valid for 120 days from proposal date

	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. Pricing will remain the same for a period of two (2) years. Any increase and/or adjustments to monthly pricing will be discussed prior to the effective date, and will not exceed \$1,200/ annually.
Other Conditions:	
	Bi-Annual Floor Services included:
	Cleaning of all carpeted areas, strip & wax of vinyl flooring and machine scrub tiles areas throughout campus.
	We appreciate your business and look forward to supporting your business!

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, TBD, 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 every 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.
- 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, and CUSTOMER must give KAIZON SOLUTIONS written notice specifying in detail the nature of any defect in performance. 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. This agreement is renewable each year and subject to satisfactory performance expectations as set forth by Eden Area ROP.
- 10. This agreement may be terminated upon thirty-days (30) written notice to the non-terminating party.



- 11. 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.
- 12. CUSTOMER agrees to pay all sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased.
- 13. 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	KAIZON SQLUTIONS	
Authorized Company Representative Signature		
Name:	Name: Erica Quinonez	
Title:	Title: Operations Manager	
Date:	Date: 4/11/2020	



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/Y/YY)

01/09/2020

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(ses) must have ADDITIONAL INSURED provisions or the 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).

RODUCER AHI Group Donald E. Hines, Jr. PHONE LOC MA ENL E-MAL ACOATSS (ARC Ho) 913-839-1479 913-839-1478 2143 E 151st Street don@autohomeinsurancegroup.com Olathe, KS 66062 License #: 262718591-000 INSURER(S)AFFORDING COVERAGE INSURER 4 Acceptance Indemnity Company 010611 NSURED INSURER B: The Hartford Insurance 22357 Max10 CA LLC INSURER C: Century Surety Company 003780 **DBA Kaizon Solutions** 19445 INSURER D. National Union Fire Insurance Company PO Box 7067 INSURER E: Old Republic Surety Company Lee's Summit, MO 64064

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CERTIFICATE NUMBER: 00011717-0 CENTIFICATE MOMBER: BUDITY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING MAY REQUIREMENT TERM OF CONCITION OF ANY CONTRACT OF CHEF COCUMENT 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 CONTRICIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF FOLICY EXP POLICY NUMBER A X COMMERCIAL GENERAL LIABILITY CP00202961 01/01/2020 01/01/2021 EACH 0001 RRETISE TABLE TO RETISE PREMISES (Calocculo) 1,000,000 CLAIMS MADE X DOOUR 100,000 X BLKT Addl Insud MED EXP (Ani one se son) 5.000 1,000,000 X Waiver of Subrog PERSONAL & ADVINGURY 2.000.000 OFNIL AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE X POUCE FRO-2,000,000 PRODUCTS COMPION AGO AUTOMOBILE LIABILITY В 37UECIE1221 01/01/2020 01/01/2021 1,000,000 X STATES ONLY X STATES AND STATES ONLY X ATTOMATICAL ONLY X ATTOMATICAL ONLY X ATTOMATICAL ONLY X ATTOMATICAL ONLY ATTOMATICA BODILY IF ULRY (Per person) BODICH LACOPHACIEN S UMERELLALIA CCP877126 2,000,000 X GOODE 01/01/2020 01/01/2021 SACH GCGURRENGE X EXCESS LIAB 2,000,000 CLAWS-MADE ASSRESATE X DED METATIONS ZERO
WORKERS COMPRISATION
AND EMPLOYERS LIABILITY
AND FRANCES TO SECURITY SEC D WC038412096 01/01/2020 01/01/2021 X 1,000,000 EL EACH ACCIDENT 1,000,000 EL DISEASE SAFMINOVERS 1,000,000 II. LESGUAGE POLICY LIST E BUSINESS SERV BOND W150290428 01/01/2020 01/01/2021 Per Employee 50,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. FOR YOUR RECORDS (DON)

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ACORD 25 (2016/03)

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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: May 7, 2020

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Mercedes Henderson, Human Resources Administrator

SUBJECT: Request the Governing Board to approve the Ongoing Agreement

with Lozano Smith, LLP for Legal Services

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the Attorney Representation Agreement between Lozano Smith, LLP and the Eden Area ROP effective February 25, 2020 for approval.

RECOMMENDATION

It is recommended that the Governing Board approve the ongoing Agreement with Lozano Smith, LLP for legal services.



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective February 25, 2020, between the EDEN AREA ROP ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

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

- 5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.
- 6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.
- 7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

- a. <u>Termination by Client</u>. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.
- b. <u>Termination by Mutual Consent or by Attorney</u>. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.
- c. <u>Following Termination</u>. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be

deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

- 9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.
- 10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

- a. <u>Mediation</u>. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.
- b. <u>Dispute Regarding Fees</u>. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

- Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.
- d. <u>Effect of Termination</u>. The terms of this section shall survive the termination of the Agreement.
- 12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.
- 13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

- 14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.
- 15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.
- 16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE	
EDEN Area ROP	Lozano Smith, LLP	
BY (Authorized Signature)	BY (Authorized Signature)	
	Karen M Logensles	
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING	
	Karen M. Rezendes, Managing Partner	
DATE EXECUTED	DATE EXECUTED	
	02/25/2020	



PROFESSIONAL RATE SCHEDULE FOR EDEN AREA ROP

1. HOURLY PROFESSIONAL RATES

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

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 350 per hour
Associate	\$ 215 - \$ 285 per hour
Paralegal / Law Clerk	\$ 135 - \$ 195 per hour
Consultant	\$ 135 - \$ 195 per hour

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

2. <u>BILLING PRACTICE</u>

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

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

3. COSTS AND EXPENSES

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

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

^{**} Rates for work performed by Senior Partners with 20 years of experience or more may range from \$350 - \$385 per hour.

COMMUNICATION



Alameda County Office of Education

L. Karen Monroe Superintendent of Schools

April 10, 2020

Jo A.S. Loss, President Governing Board Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545

RE: 2019-20 Second Interim Budget Report

Dear President Loss:

The Eden Area Regional Occupational Program (EAROP) filed a POSITIVE certification of its 2019-20 Second Interim Budget Report with the Alameda County Office of Education (ACOE). In accordance with Education Code (EC) Section 42131, ACOE reviewed the Second Interim Budget Report, based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to EC Section 33127.

Based on ACOE's review and analysis, the Second Interim Budget Report approved by EAROP's Governing Board (Board) on March 5, 2020 accurately reflects the financial status of the EAROP. ACOE therefore concurs with EAROP's POSITIVE certification.

Deficit Spending

EAROP anticipates deficit spending in the General Fund of \$0.76 million for 2019-20 only. In addition, EAROP includes expenditure reductions to salaries totaling \$0.25 million and \$0.13 million in 2020-21 and 2021-22, respectively due to the elimination of grant programs. If the aforementioned expenditure reductions are not implemented, EAROP will continue to experience deficit spending in the subsequent two (2) years. Although ending fund balances can support this level of spending over the short term, we encourage EAROP to continue to monitor its programs and implement budget balancing solutions to ensure that EAROP can continue to meet its financial obligations and minimum reserve requirements.

We want to acknowledge and express our appreciation to the EAROP staff, the Board, and the community for their continued diligence and hard work. If you have any questions or concerns regarding our review process, please feel free to call me at (510) 670-4140.

Sincerely,

L. Karen Monroe

Alameda County Superintendent of Schools

cc: Governing Board, Eden Area ROP
Linda Granger, Superintendent, Eden Area ROP
Ariel Owen, Fiscal Services Administrator, Eden Area ROP
Raul A. Parungao, Associate Superintendent, ACOE
Teresa Santamaria, Chief of District Business & Advisory Services, ACOE
Terah Studges-Owens, Director I, District Advisory Services, ACOE