



# Eden Area ROP

## GOVERNING BOARD MEETING AGENDA

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2971 • [www.edenrop.org](http://www.edenrop.org)

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**Thursday, April 11, 2024**  
**5:45 pm**

### GOVERNING BOARD MEMBERS

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James Aguilar, President

San Leandro Unified School District

Penny Peck, Vice-President

San Lorenzo Unified School District

Gary Howard, Member

Castro Valley Unified School District

Peter Bufete, Member

Hayward Unified School District

### MISSION STATEMENT

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



## Regular Meeting of the ROP Governing Board

Date: Thursday, April 11, 2024  
Time: 5:45 p.m.  
In-Person (limited seating): Eden Area ROP Board Room (Building A), 26316 Hesperian Blvd., Hayward, CA 94545  
Virtual via Zoom: <https://zoom.us/j/99397978944?pwd=anVST3pGRDF4MjRjOHJMOUJNR3NyUT09>

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

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

Meeting ID: **993 9797 8944**

Passcode: **EAROP23**

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

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

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

### **Public Comment Instructions:**

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

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

## AGENDA

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

Any member of the audience may speak on any agenda item by following this process, or upon recognition by the President by identifying himself/herself/themself and his/her/their organization affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the Governing Board on a matter relating to the Eden Area ROP that does not appear on the agenda, this may be done during the "Public Comment" section.

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

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

- I. Call to Order**
- II. Roll Call**
- III. Pledge of Allegiance**
- IV. Mission Statement**
- V. Core Values**
- VI. Approval of Agenda**
- VII. Public Comment for Agenda items and matters that are related to the Eden Area ROP**

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

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

**Public Comments:**

When it is time for the speakers to address the Board, your name will be called and you will then be unmuted (if attending virtually) or asked to come to the podium (if attending in-person) and allowed to make public comments. With Board consensus, the President may increase or decrease the time allowed. This meeting is being recorded to prepare the official minutes.

**Public Comment if attending meeting in person:**

Individuals who would like to address the Board in-person must complete a "Request to Address Eden Area ROP Governing Board" card, available at the entrance to the meeting room, and submit it to the Governing Board's President prior to the start of the agenda item.

Once called on, speakers are requested to go to the podium and begin by stating their name.

**Public Comment if attending meeting via Zoom:**

Individuals who would like to address the Board via Zoom must use the "Raise Hand" feature under the "Participants." Speakers via Zoom 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.

**VIII. Student of the Month**

- A. Presentation of ROP Student of the Month Awards (page 5)

**IX. Consent Calendar**

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of March 7, 2024 (pages 6-13)

- B. Request the Governing Board to approve the Bill Warrants (pages 14-19)
- C. Request the Governing Board to approve the Personnel Action Items (pages 20-21)
- D. Request the Governing Board to approve the Listed Donation-Nasario Martinez (page 22)
- E. Request the Governing Board to approve the Listed Donation-Z Safdari (page 23)
- F. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 24-25)
- G. Request the Governing Board to approve the Receipt of the Career Technical Education Incentive Grant (CTEIG) Funds (pages 26-27)
- H. Request the Governing Board to approve the Receipt of the Workability I Program Funds (pages 28-29)
- I. Request the Governing Board to approve the Elimination of the Director of Educational Services Position (pages 30)
- J. Request the Governing Board to approve the Assistant Principal-Pathways Position (pages 31)
- K. Request the Governing Board to approve the Revised Contract with American Stage Tours for Sophomore Tour Transportation for the 2023-2024 School Year (pages 32-39)
- L. Request the Governing Board to approve the First Amendment to the Workforce Innovation and Opportunity Act (WIOA) Grant Agreement with Alameda County and the Alameda County Workforce Development Board (pages 40-76)

**X. Information Items**

- A. ROP Pathway Review-Entrepreneurship/Self Employment and Marketing (pages 77-79)
- B. Career Counselor Report (page 80)

**XI. Action Items**

- A. Request the Governing Board to approve the Revised Job Description for the Office Support Technician Position (pages 81-87)
- B. Request the Governing Board to approve the Administrative Assistant Position and Job Description (pages 88-92)
- C. Request the Governing Board to approve the Revised Salary Schedules (Charts 1 and 4) (pages 93-96)
- D. Request the Governing Board to approve the Agreement with William Deslaurier for Facilities Transition Support for the 2023-2024 School Year (pages 97-102)

**XII. Superintendent's Report**

**XIII. Governing Board Reports**

**XIV. Future Meeting Dates**

- A. Upcoming Eden Area ROP Governing Board Meeting Dates (page 103)

**XV. Recess to Closed Session**

- A. Conference with Legal Counsel-Anticipated Litigation  
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)

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

- A. Conference with Legal Counsel-Anticipated Litigation  
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)

**XVII. Adjournment**

# **STUDENT OF THE MONTH**

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**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Presentation of ROP Student of the Month Awards

**BACKGROUND**

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The Eden Area ROP has developed a student recognition program to acknowledge outstanding efforts and achievements of our students.

**CURRENT SITUATION**

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The student recognition program has proven to be a successful, motivational tool in the classroom, among the staff and the students of the Eden Area ROP.

The following students were selected as ROP students of the month for April:

<b>STUDENT NAME</b>	<b>HIGH SCHOOL</b>	<b>ROP PROGRAM</b>	<b>INSTRUCTOR</b>
Hazim M. Ali	Mt. Eden	Entrepreneurship	Rosas
Emely G. Aguilera Moncada	Tennyson	Entrepreneurship	Fuller
Diamond Smith	Hayward	Entrepreneurship	Charles
Kevin Parra	Castro Valley	Business Economics and Finance	Thompson
Abraham Avalos	Arroyo	Marketing Economics	Charlton
Naomi Chebani-Yagazie	San Leandro	Business Economics and Finance	Jagroop

**RECOMMENDATION**

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Information only

# CONSENT CALENDAR

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**Minutes of the Regular Meeting of the ROP Governing Board  
March 7, 2024**

**I. Call to Order**

Penny Peck, Board Vice President, called the meeting to order at 5:45 p.m. on Thursday, March 7, 2024 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

**II. Roll Call**

Eden Area ROP Governing Board Members Present:

Penny Peck, Vice President	San Lorenzo USD
Gary Howard, Member	Castro Valley USD
Peter Oshinski, Alternate	San Leandro USD

Eden Area ROP Governing Board Members Absent:

James Aguilar, President	San Leandro USD
Peter Bufete, Member	Hayward USD

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

Mercedes Henderson	Human Resources Administrator
Craig Lang	Director of Adult Programs
Manuschka Michaud	Principal
Anthony Oum	Fiscal Services Administrator
Michelle Stephens	Pathway Coordinator

Eden Area ROP Staff Present:

Jessica Fagundes	Career Counselor
Gabriela Juarez	Executive Assistant
Jose Lopez	Construction Technology Instructor
Daniel Pareja	Automotive Collision and Refinishing Instructor
Amanda Rose	Culinary Science Instructor

Others Present:

Students of the Month and their guests	
Angela Lee	Eide Bailly LLP

**III. Pledge of Allegiance**

Anthony Oum led the Pledge of Allegiance.

**IV. Mission Statement**

Mariah Glass read the Eden Area ROP mission statement.

**V. Core Values**

Blaine Torpey read the Eden Area ROP core values.

**VI. Approval of Agenda**

Trustee Peter Oshinski moved to approve the agenda. Trustee Gary Howard seconded the motion. By the following vote, the agenda was approved:

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

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

Public comment was made by James Strouse.

**VIII. 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 2024:

<b>STUDENT NAME</b>	<b>HIGH SCHOOL</b>	<b>ROP PROGRAM</b>	<b>INSTRUCTOR</b>
Cristian Olmeda Campos	Hayward	Auto Collision & Refinishing	Pareja
Mariah Glass	Arroyo	Culinary Science	Rose
Rene Ramirez Napoles	San Lorenzo	Construction Technology	Lopez

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

**IX. Consent Calendar**

Trustee Gary Howard moved to approve the consent calendar items as follows:

- A. Minutes of the Regular Governing Board Meeting of February 1, 2024
- B. Minutes of the Special Governing Board Workshop Meeting of February 1, 2024
- C. Bill Warrants
- D. Personnel Action Items
- E. Listed Donation-H & J Diaz Family Foundation
- F. Statement of Facts Registry of Public Agencies Filing
- G. Agreement with Deborah Maynard for Educational Services Department Support for the 2023-2024 School Year
- H. Agreement with Professional Charters Services for SkillsUSA Student Transportation for the 2023-2024 School Year

Trustee Peter Oshinski seconded the motion.

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

**X. Information Items**

**A. ROP Pathway Review- Residential & Commercial Construction**

Blaine Torpey, Superintendent, reported that ROP pathways align with California's industry sectors, and tonight the pathway being presented is Residential and Commercial Construction. He noted that Mr. Lopez is a first-year teacher who's made remarkable strides in guiding Eden Area ROP students.

Manuschka Michaud, Principal, expressed gratitude for the opportunity to speak and introduce Mr. Jose Lopez, a first-year teacher with a background in the industry. Ms. Michaud praised Mr. Lopez's love, passion, and welcoming nature towards students. Despite being new to teaching, Mr. Lopez has elevated the construction program by incorporating electrician work and achieving success in SkillsUSA competitions. Ms. Michaud commended Mr. Lopez for his efforts in transforming the program and providing students with opportunities in various fields like electrician work, carpentry, architecture, and more. She then introduced Mr. Lopez to share further insights into his classroom activities and achievements.

Jose Lopez, Construction Technology Instructor, shared his enthusiasm and passion for his work in construction technology at Eaton ROP. He emphasized the importance of filling industry skill gaps due to the retirement of older workers and the influx of new technology. His program focuses on equipping students with both technical and soft skills, such as carpentry, electrical work, painting, teamwork, and punctuality. He showcased various projects, including classroom renovations, electrical installations, and building a mini house. Partnerships with advisory boards, unions, and construction companies have provided support and resources for the program. Success stories of students winning competitions and gaining practical skills were highlighted. Future goals include obtaining college credits, OSHA certification, and aerial lift training. Mr. Lopez concluded his with a demonstration of educational apps used in the program and a few videos highlighting the Construction Technology students.

**B. Adult Programs Update**

Craig Lang, Director of Adult Programs, presented an update on Adult Programs. Mr. Lang began by expressing gratitude for the opportunity to present information on adult programs, emphasizing the exciting developments and projects underway. He provided a comprehensive overview of the courses offered, highlighting the dental assisting accelerator, electrical day program, medical assisting, and welding, which were particularly successful and in high demand. Special mention was made of the importance of being on the Eligible Training Provider List (ETPL) for connecting students with employment opportunities, especially through partnerships with local businesses.

Mr. Lang delved into the structure of the electrical program, explaining its duration and alignment with state certification requirements. He also discussed the Direct Service Provider (DSP) training, which saw increased enrollment due to its online format during the COVID-19 pandemic. Success stories from various cohorts, such as dental and electrical classes, were shared, underscoring the program's effectiveness in preparing students for employment.

Mr. Lang discussed the role of the Regional Occupational Program (ROP) in overseeing apprenticeships, highlighting the Eden Area ROP's involvement in reviewing curriculum and monitoring program hours. He announced plans to transition the dental program into a registered dental assisting apprenticeship, allowing students to receive paid training and expedite their path to becoming registered dental assistants.

He concluded with a focus on future opportunities, including the expansion of apprenticeship programs and the exploration of pre-apprenticeship options for high school students. Mr. Lang emphasized the program's commitment to serving the Hayward community and leveraging funding sources for program growth.

**XI. Action Items**

**A. Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2023**

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Gary Howard the Governing Board approved the Annual Independent Auditor's Report for the fiscal year ending June 30, 2023.

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

**B. Request the Governing Board to approve the 2023-2024 Second Interim Report**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Peter Oshinski the Governing Board approved the 2023-2024 Second Interim Report.

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

**C. Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, Exhibits and Board Bylaw**

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Gary Howard the Governing Board approved the Second Reading and adoption of Governing Board Policies, Administrative Regulations, Exhibits and Board Bylaw.

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

**D. Request the Governing Board to approve the Adoption of Resolution 6-23/24: Mid-Year Additions/Changes-Revised Signature Card**

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Gary Howard the Governing Board approved the adoption of Resolution 6-23/24: Mid-Year Additions/Changes-Revised Signature Card.

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

**E. Request the Governing Board to approve the Adoption of Resolution 7-23/24: Volunteers Eligible for Workers' Compensation Benefits**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Peter Oshinski the Governing Board approved the adoption of Resolution 7-23/24: Volunteers Eligible for Workers' Compensation Benefits.

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

**F. Request the Governing Board to approve the Fund Balance Plan**

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Gary Howard the Governing Board approved the fund balance plan.

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

**G. Request the Governing Board to approve the Reorganization of the Educational Services Department**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Peter Oshinski the Governing Board approved the reorganization of the Educational Services Department.

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

**H. Request the Governing Board to approve the Revised Job Description (Principal), New Position and Job Description (Assistant Principal)**

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Gary Howard the Governing Board approved the revised job description (Principal), new position and job description (Assistant Principal).

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

**I. Request the Governing Board to approve the Revised Job Description for the Work-Based Learning Specialist**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Peter Oshinski the Governing Board approved the revised job description for the Work-Based Learning Specialist.

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

**J. Request the Governing Board to approve the Workforce Readiness Coordinator Position and Job Descriptions**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Peter Oshinski the Governing Board approved the Workforce Readiness Coordinator position and job descriptions.

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

**K. Request the Governing Board to approve the Revised Salary Schedule**

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Gary Howard the Governing Board approved the revised salary schedule (chart 3).

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

**L. Request the Governing Board to approve the Agreement with Jayne Salinger for Work-Based Learning Support for the 2023-2024 School Year**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Peter Oshinski the Governing Board approved the agreement with Jayne Salinger for work-based learning support for the 2023-2024 school year.

AYES: 3 (Howard, Oshinski, Peck)  
NOES: 0  
ABSTENTIONS: 0  
ABSENT: 2 (Aguilar, Bufete)

**XII. Communications**

**A. Letter from the Southern Alameda County Dental Society**

Blaine Torpey, Superintendent, proudly shared a letter from the Southern Alameda County Dental Society discussing the Eden Area ROP's students' involvement in the Veterans and Children's program, offering free dental services. He highlighted the significant contribution of over \$60,000 worth of dental services provided by the volunteers, expressing pride in the service and work. Additionally, Mr. Torpey emphasized the importance of the students' role in serving the community.

**XIII. Superintendent's Report**

Blaine Torpey, Superintendent, shared that the Dental Assisting students participated in Give Veteran's a Smile and helped support veterans and children with over \$60,000 of free dental services. He thanked Ms. Barrot for supporting this opportunity for students to practice their skills and be of service to the greater community.

He reported that Eden Area ROP had campus-wide Spirit Week, February 13-16 to celebrate CTE and the Eden Area ROP community. During the grand campus competition, students in each pathway designed an obstacle course for all of the other pathways. He shared an example of Cybersecurity students learning to roll First Responders fire hoses and Auto

Technology students learning to use Careers in Law fingerprinting kits. The week concluded with a potluck picnic organized by the Eden Area ROP Student Ambassadors and their leader, Ms. Lopez.

Superintendent Torpey shared that Eden Area ROP had a total of 112 students competing in the SkillsUSA Regional Competitions in various pathways. The competition was intense, yet 66 Eden Area ROP students qualified for the State Championships. For the first time, the Eden Area ROP fielded Electrical and Cybersecurity teams. Not only did the veteran teachers field great teams, but multiple first year teachers are taking students to state as well.

He highlighted that the Eden Area ROP continues to pursue grant funding opportunities. In February, three California Apprenticeship Innovation Grants were submitted: Careers in Education Pre-Apprenticeship, Dental Assisting Pre-Apprenticeship, and Dental Assisting Apprenticeship. Currently, efforts are focused on securing Golden State Pathways Program Grants and the Middle College Grant.

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

Goal 1: Strengthen EAROP Culture, Climate and Communication

- Strategic Partnerships: Working on partnerships with Northern California College Promise Coalition (NCCPC), Sprouts Chef Training, City of Hayward Economic Development Department, Bay Area K16 Collaborative, and AMBayArea. Presentations to HUSD and SLUSD Boards of Education.

Goal 2: Enhance High Quality CTE Programming and Systems to Support All Students

- Program Self-Assessment: Continued deep dive into WBL Team processes, data collection and Internship strategies. Evaluating fidelity to Ed Code and intradistrict procedures.

Goal 3: Guide and Support the Development of EAROP Staff

- Policy Fluency: Building understanding of Internship Agreement requirements and processes, as well as update BP/E 4040, Employee Use of Technology.

Goal 4: Fiscal, Resource, and Operational Leadership

- Fiscal Stability: Developing Budget Tracking Tools, SACS and Budget Training, ZEV, STEP, awaiting results from Apprenticeship Grants, submitting GSPG Grant applications

**XIV. Governing Board Reports**

Trustee Penny Peck, San Lorenzo USD representative, was excited to share news about Arroyo High School's Transportation, Engineering, and Design (TREND) Academy. They participated in a competition involving hydrogen-powered vehicles, winning at the regional level, and advancing to the statewide competition in Ontario. This achievement demonstrates the success of programs that align with ROP, providing students with valuable opportunities.

**XV. Future Meeting Dates**

**A. Upcoming Eden Area ROP Governing Board Meeting Dates**

Blaine Torpey, Superintendent, shared the upcoming board meetings dates through June 2024.

**XVI. Recess to Closed Session**

The meeting was called into closed session at 7:35 p.m.

**A. Conference with Legal Counsel-Anticipated Litigation  
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)**

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

The meeting resumed to open session at 7:51 p.m.

**A. Conference with Legal Counsel-Anticipated Litigation  
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)**

Board Vice President, Penny Peck, announced that no action was taken.

**XVIII. Adjournment**

The meeting was adjourned at 7:52 p.m. in memory of Joyce Keiffer, the mother of Eden Area ROP Security/Grounds Officer, Linden Keiffer.

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

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





**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Sabrina Ubhoff, Accounting Technician  
**SUBJECT:** Request the Governing Board to approve the Bill Warrants

## **CURRENT SITUATION**

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The bill warrants submitted for approval are for the period of February 26, 2024 through March 26, 2024 and include test warrant numbers and voided warrants.

## **CONSENT CALENDAR**

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**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to approve the Personnel Action Items

## **CURRENT SITUATION**

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

## **CONSENT CALENDAR**

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**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Request the Governing Board to approve the Listed Donations-  
Nasario Martinez

## **BACKGROUND**

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

## **CURRENT SITUATION**

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On March 12, 2024, Nasario Martinez donated a 2005 Dodge Caravan, VIN# 1D4GP25B15B202098, to the Eden Area ROP Automotive Technology Program.

A letter of acceptance will be sent to the donor.

## **CONSENT CALENDAR**

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**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Request the Governing Board to approve the Listed Donations-  
Z Safdari

## **BACKGROUND**

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

## **CURRENT SITUATION**

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On March 20, 2024, Z Safdari donated \$250.00 to the Eden Area ROP Construction Technology Program.

A letter of acceptance will be sent to the donor.

## **CONSENT CALENDAR**

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**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions

## **BACKGROUND**

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Education Code 35186 (d) requires the following:

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

## **CURRENT SITUATION**

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Attached is a report for the complaints and resolutions through April 1, 2024 as specified by Education Code 35186 (d).

## **CONSENT CALENDAR**

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26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2943 • www.edenrop.org

# QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS

[Education Code 35186 (d)]

Report through: April 1, 2024

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

Quarterly Report Submission (check one) →  
 Date: April 1, 2024

January  
 April  
 July  
 October

Date for information to be reported publicly at the Governing Board meeting: April 11, 2024

Please check the box that applies:

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

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

Publicly reported at the Governing Board meeting on: April 11, 2024

\_\_\_\_\_  
Blaine Torpey, Superintendent



**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Receipt of the Career Technical Education Incentive Grant (CTEIG) Funds

**BACKGROUND**

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The California Department of Education (CDE) awards funding for the Career Technical Education Incentive Grant (CTEIG) program annually to qualifying Local Education Agencies (LEAs). Funds from this grant support the maintenance, improvement, and expansion of Career Technical Education Programs. Eligible LEAs can choose to apply individually or as part of a consortium with a Regional Occupational Program. The four Eden Area ROP partner districts entered an MOU to apply as a consortium when the CTEIG program began.

**CURRENT SITUATION**

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The CDE has awarded the Eden Area ROP \$2,703,736 for the 2023 2024 Round 9 application cycle, with all funds being expended by December 31, 2025. Funding for each partner is based on the Average Daily Attendance (ADA). Funds will be allocated in the following manner:

Castro Valley Unified School District:	\$553,040
Hayward Unified School District:	\$976,935
San Leandro Unified School District:	\$491,158
San Lorenzo Unified School District:	\$518,063
Eden Area ROP:	\$164,540

**CONSENT CALENDAR**

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### Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Linda Granger, Superintendent <i>Blaine C. Torpey</i> Eden Area ROP JPA 26316 Hesperian Boulevard Hayward, CA 94545			<b>CDE GRANT NUMBER</b>			
			<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
			23	25437	40428	00
<b>Attention</b> Linda Granger			<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Program Office			<b>Resource Code</b>	<b>Revenue Object Code</b>		01
<b>Telephone</b> 510-293-2906			6387	8590		<b>INDEX</b>
<b>Name of Grant Program</b> Career Technical Education Incentive Grant						0615
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	0	0	\$2,703,736	0	July 1, 2023	December 31, 2025
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>	
N/A	N/A	N/A			N/A	
<p>I am pleased to inform you that you have been funded for the Career Technical Education Incentive Grant. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Sarah Ann Chambers, Associate Governmental Program Analyst        Career Technical Education Leadership Support Office        California Department of Education        1430 N Street, Suite 4202        Sacramento, CA 95814-5901</p>						
<b>California Department of Education Contact</b> Tara Neilson				<b>Job Title</b> Education Programs Consultant		
<b>E-mail Address</b> Tneilson@cde.ca.gov					<b>Telephone</b> 916-323-5144	
<b>Signature of the State Superintendent of Public Instruction or Designee</b> <i>Tony Thurmond</i>					<b>Date</b> February 20, 2024	
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>						
<i>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.</i>						
<b>Printed Name of Authorized Agent</b> <i>Blaine C. Torpey</i>				<b>Title</b> <i>Superintendent</i>		
<b>E-mail Address</b> <i>btorpey@edenrop.org</i>					<b>Telephone</b> <i>510-293-2901</i>	
<b>Signature</b> <i>[Signature]</i>					<b>Date</b> <i>2/20/24</i>	





**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Request the Governing Board to approve the Receipt of the Workability I Program Funds

## **BACKGROUND**

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The California Department of Education has approved the Eden Area ROP's reapplication to the Workability I Program for the 2023-2024 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**


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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.

## **CONSENT CALENDAR**

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**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Linda Granger, Superintendent <i>Blaine Torpey</i> Eden Area Regional Occupational Program 26316 Hesperian Boulevard Hayward, CA 94545			<b>CDE GRANT NUMBER</b>			
			<b>FY</b> 23	<b>PCA</b> 23011	<b>Vendor Number</b> 74013	<b>Suffix</b> W0
<b>Attention</b> Linda Granger, Superintendent <i>Blaine Torpey</i>			<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b> 01	
<b>Program Office</b> WorkAbility I, Site 025			<b>Resource Code</b> 6520	<b>Revenue Object Code</b> 8590	<b>INDEX</b>	
<b>Telephone</b> 510-293-2900					<b>NAME OF GRANT PROGRAM</b> 2023-24 Workability I Program	
					0663	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$82,440		\$82,440		7/01/2023	6/30/2024
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>		<b>Federal Agency</b>		
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, this award will be amended accordingly. Please return the original, signed Grant Award Notification (AO-400) to: <div style="text-align: center;">                     California Department of Education                      Programs and Partnerships Unit                      1430 N Street, Room 2401                      Sacramento, CA 95814-5901                      ATTN: WorkAbility I Team                 </div> Please also submit a scanned copy of this signed notification to <a href="mailto:Workability1@cde.ca.gov">Workability1@cde.ca.gov</a> .						
<b>California Department of Education Contact</b> Nicolas Wavrin				<b>Job Title</b> Education Programs Consultant		
<b>Email Address</b> NWavrin@cde.ca.gov				<b>Telephone</b> 916-327-3932		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> <i>Tony Thurmond</i>				<b>Date</b> March 7, 2024		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>						
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.						
<b>Printed Name of Authorized Agent</b> <i>Blaine C. Torpey</i>				<b>Title</b> <i>Superintendent</i>		
<b>Email Address</b> <i>btorpey@edenrop.org</i>				<b>Telephone</b> <i>510-293-2901</i>		
<b>Signature</b> 				<b>Date</b> <i>3/11/24</i>		



**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to approve the Elimination of the Director of Educational Services Position

## **BACKGROUND**

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Over the years, the Eden Area ROP has needed to be nimble and responsive to the constantly changing landscape of funding and priorities. Since the elimination of direct state funding for ROPs and the advent of the Career Pathways Trust, the delivery of Career Technical Education has changed. While these changes have positively impacted student outcomes, they required the Eden Area ROP to consistently adjust staffing, structures, and job duties.

The Governing Board approved the Education Services Department Reorganization in March 2024.

## **CURRENT SITUATION**

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In an effort to enhance cost-effectiveness and foster greater efficiency and productivity within the Educational Services department, a position has been eliminated and divided into two roles to better meet the needs of students, staff, district partners, and other stakeholders.

### **Position Eliminated**

Director of Educational Services 1.00 FTE

### **New Positions**

Assistant Principal-Educational Services 1.00 FTE

Assistant Principal-Pathways 1.00 FTE

## **CONSENT CALENDAR**

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**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to approve the Assistant Principal-Pathways Position

## **BACKGROUND**

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Over the years, the Eden Area ROP has needed to be nimble and responsive to the constantly changing landscape of funding and priorities. Since the elimination of direct state funding for ROPs and the advent of the Career Pathways Trust, the delivery of Career Technical Education has changed. While these changes have positively impacted student outcomes, they required the Eden Area ROP to consistently adjust staffing, structures, and job duties.

The Governing Board approved the Education Services Department Reorganization in March 2024.

## **CURRENT SITUATION**

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To improve the comprehensive implementation of Eden Area ROP initiatives with a focus on ongoing continuous improvement, the proposed restructuring will result in higher levels of accountability, consistency in communication, and structured collaboration within the Educational Services Department.

The Governing Board approved the reorganization of the Educational Services Department, endorsing the establishment of the Assistant Principal-Educational Services in March 2024 (Action Item G). It's important to note that this restructuring entails the creation of two Assistant Principal roles within the Eden Area ROP Educational Services Department. This includes the introduction of a second Assistant Principal-Pathways 1.00 FTE position, funded through the funding plan approved in March 2024 and ongoing grant applications.

## **CONSENT CALENDAR**

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**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Request the Governing Board to approve the Revised Contract with American Stage Tours for Sophomore Tour Transportation for the 2023-2024 School Year

**BACKGROUND**

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

**CURRENT SITUATION**

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The contracts with American Stage Tours were approved by the Governing Board on August 3, 2023. Once head counts for each school were finalized the contracts were modified to reflect the revised cost.

School	Tour Date	Cost	Revised Cost
Tennyson High School	10/31/23	7,360.00	\$4,735.00
San Leandro High School	11/03/23	6,240.00	\$5,717.50
San Lorenzo High School	11/07/23	7,360.00	\$5,440.00
Hayward High School	12/01/23	6,240.00	\$3,470.00
Mt. Eden High School	12/08/23	7,360.00	\$6,110.00
Arroyo High School	12/15/23	7,360.00	\$3,915.00
Castro Valley High School	1/30/23	7,360.00	No Changes
Total		\$49,280.00	\$29,387.50
Decrease			\$19,892.50

**CONSENT CALENDAR**

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**P.O. Box 6123**  
**Concord, CA 94524-1123**  
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 TCP 12504-B US DOT 253482  
 Website: www.americanstagetours.com  
 Email: info@americanstagetours.com

**Charter Invoice**

**Brigitte Luna**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Group Name: **Eden Area ROP**  
 Group Leader: **Brigitte Luna**  
 Destination: **Hayward, CA**  
 Leave Date: **Tuesday, November 14, 2023**  
 Spot Time: **8:15 am**  
 Leave Time: **8:30 am**  
 Pickup Location: **Tennyson High School**  
**27035 Whitman St.**  
**Hayward, CA 94544**

Invoice Date: **11/21/23**  
 Charter No. : **31175**  
 Phone: **510-293-2950**  
 Order Date: **06/06/23**  
 SalesRep: **Charles Williams**  
 # Coaches: **3**  
 Equipment: **56 passengers**  
 Return Date: **Tuesday, November 14, 2023**  
 Retn\Drop Time: **11:30 am**  
 Destination Details: **Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>		
				<b>Transport Charge:</b>	<b>\$4,725.00</b>
<b>06/13/23</b>	<b>Signed Contract</b>		<b>08/14/23</b>	<b>Amount Paid</b>	<b>\$0.00</b>
<b>11/14/23</b>	<b>Final Payment</b>			<b>Balance Due</b>	<b>\$4,725.00</b>



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**Charter Invoice**

**Brigitte Luna**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Group Name: **Eden Area ROP**  
 Group Leader: **Brigitte Luna**  
 Destination: **Hayward, CA**  
 Leave Date: **Tuesday, December 12, 2023**  
 Spot Time: **8:00 am**  
 Leave Time: **8:15 am**  
 Pickup Location: **San Leandro High School**  
**2200 Bancroft Ave.**  
**San Leandro, CA**

Invoice Date: **12/18/23**  
 Charter No. : **31176**  
 Phone: **510-293-2950**  
 Order Date **06/06/23**  
 SalesRep: **Charles Williams**  
 Purchase Order: **P24-00080**  
 # Coaches: **3**  
 Equipment: **56 passengers**  
 Return Date: **Tuesday, December 12, 2023**  
 Retn\Drop Time: **3:30 pm**  
 Destination Details: **Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>		
				<b>Transport Charge:</b>	<b>\$5,717.50</b>
<b>06/13/23</b>	<b>Signed Contract</b>		<b>08/14/23</b>	<b>Amount Paid</b>	<b>\$0.00</b>
<b>11/17/23</b>	<b>Final Payment</b>			<b>Balance Due</b>	<b>\$5,717.50</b>



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**Charter Invoice**

**Brigitte Luna**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Group Name: **Eden Area ROP**  
 Group Leader: **Brigitte Luna**  
 Destination: **Hayward, CA**  
 Leave Date: **Tuesday, November 7, 2023**  
 Spot Time: **8:00 am**  
 Leave Time: **8:15 am**  
 Pickup Location: **San Lorenzo High School**  
**50 East Lewelling Blvd.**  
**San Lorenzo, CA**

Invoice Date: **11/21/23**  
 Charter No. : **31177**  
 Phone: **510-293-2950**  
 Order Date **06/06/23**  
 SalesRep: **Charles Williams**  
 Purchase Order: **P24-00080**  
 # Coaches: **3**  
 Equipment: **56 passengers**  
 Return Date: **Tuesday, November 7, 2023**  
 Retn\Drop Time: **3:30 pm**  
 Destination Details: **Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>		
06/13/23	Signed Contract		08/14/23	Transport Charge:	<b>\$5,440.00</b>
11/21/23	Final Payment			Amount Paid	<b>\$0.00</b>
				Balance Due	<b>\$5,440.00</b>





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**Charter Invoice**

**Brigitte Luna**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Group Name: **Eden Area ROP**  
 Group Leader: **Brigitte Luna**  
 Destination: **Hayward, CA**  
 Leave Date: **Friday, December 1, 2023**  
 Spot Time: **8:00 am**  
 Leave Time: **8:15 am**  
 Pickup Location: **Hayward High School**  
**1633 East Ave**  
**Hayward, CA 94540**

Invoice Date: **12/01/23**  
 Charter No. : **31178**  
 Phone: **510-293-2950**  
 Order Date **06/06/23**  
 SalesRep: **Charles Williams**  
 Purchase Order: **P24-00080**  
 # Coaches: **2**  
 Equipment: **56 passengers**  
 Return Date: **Friday, December 1, 2023**  
 Retn\Drop Time: **1:00 pm**  
 Destination Details: **Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<b>Transport Charge:</b>	<b>\$3,470.00</b>
06/13/23	Signed Contract		08/14/23	Amount Paid	<b>\$0.00</b>
12/15/23	Final Payment			Balance Due	<b>\$3,470.00</b>



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**Charter Invoice**

**Brigitte Luna**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Group Name: **Eden Area ROP**  
 Group Leader: **Brigitte Luna**  
 Destination: **Hayward, CA**  
 Leave Date: **Friday, December 8, 2023**  
 Spot Time: **8:00 am**  
 Leave Time: **8:15 am**  
 Pickup Location: **Mt. Eden High School**  
**2300 Panama St**  
**Hayward, CA 94545**

Invoice Date: **12/18/23**  
 Charter No. : **31181**  
 Phone: **510-293-2950**  
 Order Date **06/06/23**  
 SalesRep: **Charles Williams**  
 Purchase Order: **P24-00080**  
 # Coaches: **4**  
 Equipment: **56 passengers**  
 Return Date: **Friday, December 8, 2023**  
 Retn\Drop Time: **1:00 pm**  
 Destination Details: **Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>		
				<b>Transport Charge:</b>	<b>\$6,110.00</b>
<b>06/13/23</b>	<b>Signed Contract</b>		<b>08/14/23</b>	<b>Amount Paid</b>	<b>\$0.00</b>
<b>12/22/23</b>	<b>Final Payment</b>			<b>Balance Due</b>	<b>\$6,110.00</b>



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**Charter Invoice**

**Brigitte Luna**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Group Name: **Eden Area ROP**  
 Group Leader: **Brigitte Luna**  
 Destination: **Hayward, CA**  
 Leave Date: **Friday, December 15, 2023**  
 Spot Time: **7:45 am**  
 Leave Time: **8:00 am**  
 Pickup Location: **Arroyo High School**  
**15701 Lorenzo Ave.**  
**San Lorenzo, CA 94580**

Invoice Date: **03/20/24**  
 Charter No. : **31179**  
 Phone: **510-293-2950**  
 Order Date **06/06/23**  
 SalesRep: **Charles Williams**  
 Purchase Order: **P24-00080**  
 # Coaches: **2**  
 Equipment: **56 passengers**  
 Return Date: **Friday, December 15, 2023**  
 Retn\Drop Time: **3:30 pm**  
 Destination Details: **Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

**Royal Sunset High School**  
**20450 Royal Ave**  
**Hayward, CA**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<b>Transport Charge:</b>	<b>\$3,915.00</b>
06/13/23	Signed Contract		08/14/23	Amount Paid	<b>\$3,915.00</b>
12/26/23	Final Payment			Balance Due	<b>\$0.00</b>



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**Charter Invoice**

**Brigitte Luna**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Group Name: **Eden Area ROP**  
 Group Leader: **Brigitte Luna**  
 Destination: **Hayward, CA**  
 Leave Date: **Tuesday, January 30, 2024**  
 Spot Time: **8:00 am**  
 Leave Time: **8:15 am**  
 Pickup Location: **Castro Valley High School**  
**(Pick up in Loop off Mabel)**  
**19400 Santa Maria Avenue**  
**Castro Valley, CA 94546**

Invoice Date: **02/08/24**  
 Charter No. : **31180**  
 Phone: **510-293-2950**  
 Order Date **06/06/23**  
 SalesRep: **Charles Williams**  
 Purchase Order: **P24-00080**  
 # Coaches: **4**  
 Equipment: **4-56 passenger**  
 Return Date: **Tuesday, January 30, 2024**  
 Retn\Drop Time: **1:00 pm**  
 Destination Details: **Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>		
				<b>Transport Charge:</b>	<b>\$7,360.00</b>
<b>06/13/23</b>	<b>Signed Contract</b>		<b>08/14/23</b>	<b>Amount Paid</b>	<b>\$0.00</b>
<b>02/13/24</b>	<b>Final Payment</b>			<b>Balance Due</b>	<b>\$7,360.00</b>



**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Request the Governing Board to approve the First Amendment to the Workforce Innovation and Opportunity Act (WIOA) Grant Agreement with Alameda County and the Alameda County Workforce Development Board

## **BACKGROUND**

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In September 2024, the Eden Area ROP and the Alameda County Workforce Development Board (ACWDB) began applying for the Student Employment and Training Program (STEP) grant through the Department of Rehabilitation (DOR) and the Foundation for CA Community Colleges. In January of 2024, the Eden Area ROP was awarded the grant, which will allow the expansion of the Eden Area ROP workforce readiness efforts on behalf of students with disabilities. The Eden Area ROP is currently in contract with the Alameda County Workforce Development Board for the Workforce Innovation and Opportunity Act (WIOA) Grant for July 1, 2021-June 30, 2025.

This amendment is to the WIOA agreement and codifies the agreement on working in collaboration.

## **CURRENT SITUATION**

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The Alameda County Workforce Development Board is contracting with the Eden Area ROP to provide Workforce Readiness Services for Eden Area ROP students with disabilities. Services include workforce readiness pre and post assessments, workforce readiness seminars, and paid work experience for students with disabilities.

Like WIOA, this grant is a multi-year grant if the Eden Area ROP meets the targets. Year 1 is from March 1, 2024, to December 31, 2024. Should the Eden Area ROP continue to meet the targets, the grant will provide funding until December 2026.

Fiscal Impact: The Eden Area ROP will receive up to \$362,002.45 for STEP services in Year 1.

## **CONSENT CALENDAR**

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## FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Eden Area Regional Occupational Program (EAROP), (“Contractor”) with respect to that certain agreement entered by them on \_June 7, 2021\_ (referred to herein as the “Contract”) pursuant to which Contractor provides youth employment and training services and is willing to provide same services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
2. The term of the Agreement is currently scheduled to expire on June 30, 2025. As of the Effective Date of March 1, 2024, the term of the Agreement is extended through June 30, 2025.
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed three hundred sixty-two thousand, two dollars and forty-five cents (\$362,002.45). As a result of these additional services the not to exceed amount has increased from six hundred forty-four thousand, and forty-eight dollars (\$644,048) to one million, six thousand, fifty dollars and forty-five cents (\$1,006,050.45) over the term of the Agreement and any amendments.
4. Paragraph 20 of the Standard Services Agreement has been amended by changing the shall not exceed amount in the last sentence to \$ 1,006,050.45.
5. Exhibit A – Definition of Services is amended and replaced by the attached Exhibit A-1, which is attached to this Amendment.
6. Exhibit B - Payment Terms is amended and replaced by the attached Exhibit B-5, Payment Terms, which is attached to this Amendment.
7. Attached hereto is Exhibit E-1, a Contract Compliance Requirements.



8. Attached hereto is Exhibit G-1, SPECIAL CONDITIONS – FEDERAL PROVISION.
9. Attached hereto is Exhibit H, CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS, CERTIFICATION REGARDING LOBBYING (APPENDIX A. 44 C.F.R. PART 18).
10. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

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

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

Name: \_\_\_\_\_  
(Printed)

Name: Blaine C. Torpey \_\_\_\_\_  
(Printed)

Title: President of the Board of Supervisors

Title: Superintendent \_\_\_\_\_

Date: \_\_\_\_\_

Date: April 11, 2024 \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.





**EXHIBIT A-1  
DEFINITION OF SERVICES**

- I. **Overview.** The Foundation for California Community Colleges (CCC), in partnership with the California Department of Rehabilitation (DOR), awarded \$434,378.45 to the Alameda County Workforce Development Board (ACWDB) for local implementation of the Student Training and Employment Program (STEP). Collectively, ACWDB, the Eden Area Regional Occupational Program (EAROP), and DOR will collaborate to implement the STEP project, which will provide job preparation training, career exploration, workplace readiness skills training, and work experience opportunities for students with disabilities (SWD).

Through STEP, 35 SWD will be served. All 35 students will take part in a series of workplace readiness training components - and upon completion will receive a \$250 gift card. Of the 35 students, a subset of 20 participants will engage in work-experience placements, earning between \$17 and \$20 per hour. Each student will complete between 75 and 100 hours of work. The participant wage will be dependent upon the minimum wage of the employer's municipality. Continuous DOR eligibility is required for SWD to enter the STEP. The EAROP will serve as the direct service provider and employer of record for STEP participants as they gain work experience with local employers.

- II. **Purpose.** The purpose of this Agreement is to set forth the respective roles and responsibilities of EAROP, hereafter referenced as "contractor", in expanding workforce development programming to SWD, while delineating ACWDB's role as an administrative entity that will provide technical assistance and programmatic guidance and ensure that team members sufficiently support grant administration and implementation.

- III. **Local Program Name.** STEP Forward Grant

- IV. **Program Design Requirements.**

- A. **Work-Based Learning Specialist** – Contractor will appoint a Work-Based Learning Specialist (WBLS) to implement the STEP programmatic activities. The WBLS will ensure that outreach, referral, intake, DOR eligibility screening, job preparation workshops, work experience, employer engagement related to the project, and all other related programmatic activities will take place within the contract term to support full implementation of the STEP initiative.
- B. **Outreach, Referral, and Intake** – Contractor will engage in outreach and recruitment of in-school youth, ages 16-21, with disabilities who have an active



DOR case, and who can be qualified as low-income. If an active DOR case is not present, Contractor will work closely with the student, parent/guardians (if necessary), and the DOR to initiate DOR enrollment.

1. Outreach

Contractor will develop active program outreach strategies to ensure students with disabilities, local households, and high school staff are well-informed about the STEP program. Contractor will partner with local school districts and will provide outreach materials for distribution to all partner high schools – and in some instances, will provide presentations at Back-to-School nights – or other student-focused events.

2. Referral

The four partner school districts that serve as feeders of students to the EAROP include: Hayward, San Lorenzo, San Leandro, and Castro Valley Unified School Districts. Contractor will actively seek referrals from school districts. Contractor will also establish a referral/confirmation process with DOR as part of the initial screening process to ensure student engagement with DOR for STEP program eligibility. Contractor will monitor referrals and maintain a monthly check-in with DOR to confirm that STEP participant students remain actively enrolled with DOR and therefore continue to be eligible for STEP services.

3. Intake

Contractor, as a front-line provider, will facilitate onboarding and intake activities with the local DOR representative to ensure students have an active DOR case. If there is not an active DOR case, Contractor will collaborate with DOR to ensure the student is enrolled with DOR prior to enrollment into the STEP initiative.

- C. Active DOR Eligibility Oversight – Contractor will ensure that all participants are DOR eligible and ensure the required eligibility documentation is completed and received prior to participant enrollment, by working with the DOR to verify if students have active DOR cases. Contractor will establish and maintain a process to collaborate with DOR to ensure all eligibility requirements are met prior to the provision of STEP services and throughout the student’s engagement with the STEP program.

Participants are required to meet and maintain DOR eligibility status for the full duration of their participation in the STEP Grant Program. Contractor is responsible for maintaining verification of a participant’s eligibility status at the time of enrollment and on a monthly basis thereafter to ensure participants remain eligible throughout the duration of the STEP program participation.



Confirming participant eligibility is an ongoing requirement. Contractor will not be reimbursed for the cost of services provided to ineligible participants. If a SWD participant becomes ineligible due to discontinuance of engagement with DOR or due to attaining the age of 22; reimbursement to the Contractor will not be provided on or after the date the SWD participant became ineligible, even if the services have already been provided and invoiced.

- D. Eligible Participants – To be eligible for STEP, a participant must be:
1. An eligible consumer with DOR prior to enrollment in STEP;
  2. An individual with a disability in a secondary, postsecondary, or other recognized education program who:
    - a. Is not younger than 16;
    - b. Is not older than 21 years (must be offboarded from STEP before 22<sup>nd</sup> birthday); *and*
    - c. Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq); *or*
    - d. Is an individual with a disability for purposes of Federal Education Section 504, which defines a person with a disability as “any person who (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment” (34 CFR 104.3).
    - e. Who may be qualified as low-income.
- E. Enrollment – Before services may begin for STEP participants:
1. All eligibility criteria listed in the Eligible Participants Section D above must be current and verified;
  2. The SWD must be enrolled with and have an actively open case with DOR;
  3. Data outlined in section VII - Tracking and Reporting item below must be provided to the local DOR contract administrator/district office and points of contact at the time of a student’s enrollment and before any services begin; and,
  4. The following two forms must be completed, filed with DOR, and a DOR confirmation of receipt must be received:
    - a. DR260 Consent to Release and Obtain Information
    - b. DR203 DOR Student Services Request Form
- F. Pre- and Post-Testing – Contractor will develop or adopt and administer pre-and-post assessments to participants before and after the Workplace Readiness Workshop. This assessment will measure participants’ change in attitudes towards career prospects. The Contractor will use an evaluation to ensure continued improvement in service delivery to students with disabilities in subsequent years.



- G. Work Readiness Workshops – Contractor is responsible and accountable for ensuring 35 SWD receive job exploration and/or workplace readiness training under the STEP program. Contractor will issue incentives, in the amount of \$250.00 per participant, to 35 unique STEP participants who complete the workplace readiness training. Self-advocacy training may be incorporated. This training is where SWD learn to advocate for themselves to include:
- a. Learning about rights and responsibilities, and how to request accommodation or services and support. Practice communicating thoughts, concerns, and needs;
  - b. Learning about job readiness;
  - c. Participation in youth leadership activities, peer mentoring, or mentoring with educational staff; and,
  - d. Other relevant topics that will assist students in successful work experiences.
- H. Employer Engagement and Placement – Contractor will establish/enhance partnerships with local industry and businesses to secure work experience opportunities for a subset of 20 SWD. Seven businesses have been identified and are committed to enhancing career pathways for Alameda County's SWD and providing quality paid work experience.

These employers include: Elegance, FACES for the Future, Hayward Unified School District, JP's Family Restaurant, Native American Health Center, REAP Climate Center, and St. Rose Hospital. Contractor will be in direct communication with each business to pipeline eligible STEP participants into available employer site opportunities for their respective work experiences.

- I. Employer of Record - Contractor will serve as the employer of record and must have the infrastructure in place to properly administer wages as well as the following components:
1. Contractor shall be responsible for verification and maintenance of SWD right to work documents. Verified SWD I-9 forms shall be completed at the time of hire and before SWD commences work.
  2. Contractor must obtain a job description from the employer and provide SWD with supervision, training, and work assignments in accordance with the work site request and job description.
  3. Contractor will establish and secure a signed "Work Site Agreement" with the employer. The work site must be safe and in compliance with state, local, or federal laws.
  4. Contractor shall allow and/or assist in arranging on-site programmatic and fiscal monitoring visits at least once each program year for all organizations and



employers providing program services to enrolled participants. Contractor shall also allow for monitoring visits by representatives of all partners involved in this STEP project. The work site agreement should also provide an alert to employer that monitoring may occur.

5. Contractor must ensure SWD receive meal and rest breaks in compliance with California Law.
6. Contractor must ensure to collect and maintain a copy of each Work Site's injury and illness and prevention program (IIPP) and shall provide a copy to the Foundation CCC upon request.
7. Contractor must collect all legally required documents prior to SWD start date including, but not limited to: SWD Form I-9s and work permits for SWD under the age of 18.
8. Contractor shall certify that the work site provides a drug-free workplace, as required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
9. Contractor must ensure that the work site complies with all applicable federal, state, and local laws and regulations relating to a safe and accessible environment. Including but not limited to, federal and state Occupational Safety and Health Administration (OSHA) laws and regulations, including the recording of workplace injuries on contractor's log.
10. Contractor and employer shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of SWD.
11. Contractor shall be responsible for any injury and/or worker's compensation claims related to a SWD.

V. **Participant Management**. Contractor will hire and onboard 1.0 FTE WBLs and 0.5 FTE Student Support Services Technician (SSST). The WBLs will provide outreach, intake, eligibility support, workplace readiness workshops, individualized counseling, case management, payment of stipends, management of participant files and work experience opportunities and liaise with teachers, employers, and other key partners.

VI. **Participant Case Files**. Contractor will maintain complete case files for each program participant in accordance with state requirements. Case files will be stored securely and in full compliance with state and Equal Employment Opportunity (EEO) confidentiality, nondiscrimination and other applicable rules and regulations.



VII. **Tracking & Reporting.** Contractor will track and report all required services and activities under this Agreement in the manner and frequency directed by federal, state, or ACWDB policy.

1. **Monthly Data Reporting** – On a monthly basis, Contractor will submit to ACWDB team for first review, then the STEP administrative team at [step@foundationccc.org](mailto:step@foundationccc.org), and the DOR team. Data including PII must be encrypted when sending to ACWDB and STEP administration team. The data points must include the following:

- Student's name
- Birthdate
- School of attendance (i.e. graduation dates and post-secondary ed dates)
- Type of, and verification of disability (could be by signature from school official)
- Start date of service(s) provided under the agreement
- End date of service(s) (if applicable)
- Name and address of employer/ work experience placement
- Social Security Number
- Home and mailing address, as appropriate
- Contact number and email, if available
- Services to be provided
- Cost of services provided (projected)
- Outcome/results (projected)
- Date Aged out of program

2. **Data Metrics** – including the following:

- Student's name
- Services provided
- Cost of services provided
- Type and cost of other services
- Outcome/results of services
- Student returned to school
- Student enrolled in post-secondary education/training

3. **Monthly Progress Reports** – Contractor will submit monthly progress reports on the 5<sup>th</sup> of each month to ACWDB liaison for review. The progress reports will contain information on the program activities of the prior month, including information on each SWD, any changes or updates to SWD eligibility in section C above, their workplace readiness training, their work experience placements, the types, and cost of any additional services provided, staffing costs, travel costs, and any additional WIOA program placements. These progress reports should also include any challenges that may be impacting project performance and any success stories resulting from STEP program services.



4. Meetings – Contractor will attend and ensure that appropriate staff will attend required weekly/biweekly and monthly meetings to facilitate the communication and coordination with ACWDB liaison. Mandatory meeting attendance will be monitored by the ACWDB staff.
- J. **Performance.** Contractor will provide services under this Agreement to achieve required performance goals, as detailed in Exhibit A-1. In addition to the monthly student administrative/enrollment and data reporting obligation, Contractor is responsible for achieving the following performance goals under this Agreement:

**PY 2024/2026 Contract Project Goals**

BENCHMARKS	GOAL
<b>HOW MUCH DID WE DO?</b>	
# OF ENROLLMENTS THAT HAVE ACTIVE DOR CASE	35
# ENROLLMENTS IN WORK READINESS WORKSHOP	35
# OF PARTICIPANTS RECEIVING WORK EXPERIENCE	20
<b>HOW WELL DID WE DO?</b>	
# WHO COMPLETE WORK READINESS WORKSHOP	35
<b>IS ANYONE BETTER OFF?</b>	
% WHO SELF-REPORT THAT THE STEP PROGRAM IMPROVED THEIR CONFIDENCE ABOUT FUTURE CAREER PROSPECTS	75%
# WHO COMPLETE THE WORK EXPERIENCE COMPONENT	20

- K. **Policies & Procedures.** Contractor will comply with all policies and procedures, relating to the implementation of the STEP Forward Grant including any changes or modifications to the federal, state, county and/or ACWDB regulations, policies or procedures governing this project.
- L. **Prior Approval Requirements.** Contractor must obtain prior written approval from ACWDB for: substantive changes to program design or service delivery; subcontracts for consultants; professional or program services; the rental, lease, or purchase of equipment; the purchase of any equipment item with a cost of \$5,000 or more; and/or, the rental of office space or property; to be entered into in connection with the performance of this contract.



M. **Monitoring.** Contractor may be monitored at any time during the term of this Agreement by authorized federal, state, county, or ACWDB personnel. At a minimum, Contractor will be monitored by ACWDB each program year.

1. **Access to Records.** Contractor will provide access to any books, documents, papers, and records (including computer records), which are directly pertinent to the administration of this program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor and subcontractor staff for the purpose of interviews and discussions related to such documents.
2. **On-site Monitoring.** Contractor will participate in required programmatic, fiscal, and EEO monitoring to ensure that services provided under this Agreement are in compliance with applicable rules and regulations.
3. **Case File/MIS Review.** Contractor's MIS data and participant case files will be reviewed by ACWDB staff on an on-going basis throughout the term of this Agreement. Contractor will produce selected case files upon request by ACWDB.
4. **Monitoring of Expenditures.** Contractor will submit regular invoices in a timely manner, in accordance with Exhibit B. Contractor's actual expenditures will be reviewed against budget and planned expenditures.
5. **Performance Review.** Contractor's progress toward achieving performance goals will be reviewed quarterly by ACWDB staff.
6. **Corrective Action.** Contractor will submit a written Corrective Action Plan to ACWDB staff to address any findings and concerns identified during monitoring and/or quarterly performance review. The Corrective Action Plan will include, at a minimum:
  - a. Acknowledgement of the identified findings and concerns;
  - b. Written plan for correcting each identified finding and concern;
  - c. Timeline for the corrective action;
  - d. Written processes and procedures to ensure that corrected issues are not repeated;





- e. Single point of contact information for staff responsible for implementing corrective action.

Corrective Action Plans are due to ACWDB no later than 30 days following written notification of findings and concerns identified during monitoring.

- N. Contractor’s project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Deborah Maynard	Interim Workforce Readiness Coordinator	510-293-2922	dmaynard@edenrop.org
TBD	Student Support Services Technician	TBD	TBD
Abraham Mendoza	Work Based Learning Specialist	805-705-9138	amendoza@edenrop.org

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to the County, an individual with greater or equal qualifications as a replacement subject to County’s approval, which shall not be unreasonably withheld.

- V. **ACWDB Obligations.** ACWDB will oversee the delivery and performance of Contractor’s obligations under this Agreement.
  - A. **Liaison with Funding Agencies.** ACWDB will be the single point of contact with federal, state, and local funding agencies for all written and verbal communication regarding services provided under this Agreement.
  - B. **Policies & Procedures.** ACWDB will develop and issue ACWDB Action Bulletins and ACWDB Information Bulletins that serve to notify Contractor of new or amended federal, state, or local regulations. All current ACWDB Action Bulletins and ACWDB Information Bulletins can be found on the ACWDB website [WIOA Program Policies | Alameda County Workforce Development Board \(acwdb.org\)](http://www.acwdb.org).
  - C. **Training & Technical Assistance.** ACWDB will provide regular training and technical assistance to Contractor regarding MIS, data entry, and case file



management. Additional technical assistance will be provided at ACWDB discretion, or upon request by Contractor.

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**EXHIBIT B-5  
PAYMENT TERMS**

County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

In addition to all terms of payment described in the General Terms and Conditions and any relevant exhibits and attachments, the parties to this Agreement shall abide by the following terms of payment:

**I. Budget**

Contractor shall use all payments solely in support of the program budget, set forth as follows:

- A. Exhibit B-6: STEP Grant

**II. Terms and Conditions of Payment**

**A. Contract Amount/Maximum**

1. Total payments to Contractor under this Agreement will not exceed the contract total detailed in Exhibit B-6;
2. Expenditures under this Agreement will tie to identified line-times included in Exhibit B-6; no other line-item costs will be allowed;
3. Expenditures under this Agreement will support allowable activities described in Exhibit A-1. No services or activities outside the scope of this Agreement will be reimbursed;

**B. Budget Revision Procedures**

1. No budget revision/modification request may increase the contract amount/maximum;
2. Contractor may adjust the approved budget by no more than 10% of any line-item without prior approval from ACWDB; any adjustment to the budget that exceeds this 10% line-item allowance requires written prior approval from ACWDB;
3. Contractor may request a budget revision/modification, in writing, at any time during the term of this Agreement. Requests for budget revision/modifications, including a revised line-item budget and justification should be submitted in writing to the appropriate ACWDB program staff identified in Section III of this Exhibit;



4. Approved budget revision/modifications will be formalized through an administrative amendment to this Agreement.

**C. Cost Settlement/Final Payment Provisions**

The final invoice submitted after the termination of this Agreement shall include all costs incurred in the last month of the contract period and any minor adjustments necessary to account for any previously unreimbursed expenditure. This provision regarding closeout invoices shall not relieve Contractor of its obligation to report all know adjustments on each monthly invoice, and County shall not be liable for any adjustments that were not reported timely.

**E. Conditions of Withholding Payment**

1. Payment of invoices by the County is conditional upon receipt of adequate funds from the State of California. County reserves the right to reduce the contract amount/maximum if it does not receive adequate funds from the State of California.
2. County retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program. Failure to meet planned contract performance and/or expenditure goals may result in a reduction of the contract amount/maximum, in accordance with ACWDB policy.
3. Failure to comply with timely audit report submission to ACWDB, as required and described in Exhibit F, may result in suspension of payment to Contractor until all required audit submissions are received by ACWDB.

**III. Invoicing Procedures**

**A. Submission of Invoices**

1. Contractor will submit an electronic copy of its quarterly invoice, including supporting line-item detail in the required format by the 10<sup>th</sup> day of the month following the months of service for all expenditures incurred under this Agreement. Electronic copies of invoices and required documentation should be sent via email to Contractor's designated Program Liaison.
2. Invoices must contain the following elements:
  - a. Must be on company letterhead that includes name, address, and contact information.
  - b. Document must contain the title *Invoice*.
  - c. The date of the invoice.
  - d. A description of services.



- e. The date range for services provided.
  - f. If needed, itemization of any sales tax and delivery/postage charges.
  - g. The Purchase Order (PO) number provided by the County.
  - h. The total amount owed.
  - i. Remittance instructions/address.
  - j. A cc indication at the bottom of the invoice with names of people who received courtesy copies.
  - k. The CEO or Executive Director must be included in the cc.
  - l. All data as required by your contract.
3. Upon notification of approval by the Program Liaison, Contractor shall submit original signed invoices (in blue ink) to:

Irene Wu, Program Financial Specialist  
Alameda County Workforce Development Board  
24100 Amador Street, Room 610C - Hayward, CA 94544

#### **IV. Funding and Reporting Requirements**

Payment to Contractor is contingent upon timely receipt of invoice documents and programmatic reporting as described in Exhibit A.

#### **V. Additional Terms and Conditions of Payment**

Contractor agrees to the following supplemental Terms and Conditions attached to this Exhibit B.

- A. Invoices will be reviewed for approval by the County, within 10 days of receipt from Contractor.
- B. Total payment under the terms of this Agreement will not exceed the total contract amount/maximum detailed in Exhibit B-1. This cost includes all taxes and all other charges.
- C. Provisional payments may be provided under this Agreement at the sole discretion of the County. Contractor will ensure that no provisional payments made under this Agreement are commingled with any other funds in the possession of or vested in Contractor or to which Contractor is entitled. Any interest earned on said provisional payments shall be treated as program income. All program income shall remain with Contractor and may be expended under this Agreement until such time as no further program activities are planned by Contractor, at which time any unexpended program income will be returned to County.
- D. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's



**Procurement Contract No. 22479**

services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

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## EXHIBIT E-1

### COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems at (<https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.





**EXHIBIT G-1**  
**STEP Forward Grant – Special Conditions**

**I. COMPLIANCE**

In performance of this Agreement, Contractor will fully comply with:

- A. The provisions of the Foundation for California Community Colleges and DOR in alignment with WIOA Title IV contract STEP Forward, and all legislation, regulations, directives, policies, procedures, and amendments issued pursuant thereto.
- B. All State legislation and regulations and all policies, directives and/or procedures, which implement the STEP Forward Grant.
- C. Contractor will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations.

**II. FUNDING**

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement was executed after that determination was made.

- A. This Agreement is valid and enforceable only if:
  1. Sufficient funds are made available by the approved Alameda County Workforce Development Board (ACWDB) budget for the appropriate fiscal year, and
  2. Sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this Agreement for the purposes of this program, and
  3. Sufficient funds are made available to the state by the United States Government for the fiscal years covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.



- B. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to ACWDB, and no longer available to the Contractor.
- C. ACWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Contractor is given prompt notice and the opportunity for an informal review of ACWDB's decision. The ACWDB Director or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Contractor or a Subcontractor of the Contractor to comply with the provisions of this Agreement, or with other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- D. If applicable, Contractor will be liable to the ACWDB for all funds not expended in accordance with funding requirements and shall return to ACWDB all of those funds.

### III. RESOLUTION

Contractor must provide ACWDB with a copy of a resolution, order, motion, or ordinance of its governing body authorizing execution of this Agreement. Preferably resolutions should authorize a designated position rather than a named individual.

### IV. PROCUREMENT STANDARDS

Contractor must use the methods of procurement required by the State of California in accordance with STEP Forward Grant guidelines.

### V. GRIEVANCES AND COMPLAINT SYSTEM

Contractor will establish and maintain a grievance and complaint procedure in compliance with state statutes, regulations, and policy.

### VI. DISALLOWED COSTS

Except to the extent that ACWDB determines it will assume liability, Contractor will be liable for and will repay to ACWDB, any amounts expended under this



Agreement found not to be in accordance with STEP Forward Grant requirements including, but not limited to, disallowed costs. Such repayment will be from funds other than those received under the STEP Forward Grant.

**VII. AUDIT REQUIREMENTS**

- A. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.
- B. Contractor and/or auditors performing monitoring or audits of the Contractor or its sub-contracting service providers will immediately report to ACWDB any incidents of fraud, abuse, or other criminal activity in relation to this sub-grant agreement or its regulations.

**VIII. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This Agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between ACWDB and Contractor. Contractor represents and warrants it is free to enter into and fully perform this Agreement.

**IX. UNENFORCEABLE POSITION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.

**X. ACCOUNTING AND CASH MANAGEMENT**

- A. Contractor will comply with controls, record keeping and fund accounting procedure requirements, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Contractor and disbursed by the Contractor, under this Agreement.
- B. Contractor will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by ACWDB.



- C. ACWDB retains the authority to adjust specific amounts of cash requested if ACWDB records and subsequent verification with Contractor indicate that Contractor has an excessive amount of cash in its account.
- D. Contractor shall not be required to maintain a separate bank account but shall separately account for funds on deposit. All funding under this Agreement, will be made by check or wire transfer payable to Contractor for deposit in Contractor's bank account or city and county governmental bank accounts.

To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of Contractor. ACWDB will have a lien upon any balance of contract funds in these accounts, which will take priority over all other liens or claims.

#### **XI. AMENDMENTS**

This Agreement will be modified through formal amendment under the following circumstances:

- A. There is an increase or decrease in STEP Forward Grant funding levels.
- B. A modification to the Agreement is required in order to implement an adjustment to Contractor's plan.
- C. Funds awarded to Contractor have not been expended in accordance with the schedule included in the approved Contractor's plan. After consultation with Contractor, ACWDB has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations, and policies, reverting to ACWDB.
- D. There is a change in state and federal law or regulation requiring a change in the provisions of this Agreement.
- E. An amendment is required to change Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, ACWDB will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

This Agreement may be amended only in writing by the mutual agreement of both parties in a manner consistent with ACWDB policy and the General Conditions of this Agreement.



## **XII. REPORTING**

Contractor will compile and submit reports of activities, expenditures, status of cash, and closeout information by the specified dates as prescribed by the ACWDB. Failure to adhere to the reporting requirements of this Agreement will result in funds not being released.

## **XIII. RECORDS**

- A. If participants are served under this Agreement, Contractor will utilize the participant data system prescribed by ACWDB.
- B. Contractor will retain all records pertinent to this Agreement for a period of three years from the date of final payment of this Agreement. If, at the end of three years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.
- C. ACWDB, the California Employment Development Department (EDD) and/or the CWDB, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions, and activities related to programs funded by this Agreement. For purposes of this section, "access to" means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this Agreement. The Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the Agreement. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by ACWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

## **XIV. SUBCONTRACTING**

- A. Any of the work or services specified in this Agreement which will be performed other than by Contractor will be evidenced by a written agreement specifying the terms and conditions of such performance.
- B. Contractor will maintain and adhere to an appropriate system, consistent with federal, state, and local law, for the award and monitoring of contracts which contain acceptable standards for ensuring accountability.
- C. The system for awarding contracts will contain safeguards to ensure that Contractor does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.



## XV. CERTIFICATIONS AND ASSURANCES

Except as otherwise indicated, Contractor agrees to comply with the following certifications and assurances. Failure to comply with all requirements of the certifications and assurances may result in suspension of payment under this Agreement or termination of this Agreement or both, and Contractor may be ineligible for award of future Agreements/contracts if it is determined that any of the following has occurred: false information on the certifications and assurances, or violation of the terms of the certifications and assurances by failing to comply with the requirements noted in this section.

- A. Corporate Registration: Contractor, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- B. Americans with Disabilities Act (ADA): Contractor assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- C. Sectarian Activities: The Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- D. National Labor Relations Board Certification: Contractor certifies that no more than one (1) final un-appealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- E. Prior Findings: Contractor, by signing this Agreement, certifies that it has not failed to satisfy any major condition in a current or previous Agreement with ACWDB, the CWDB or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- F. Drug Free Workplace Requirement: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:



1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  2. Establish a Drug-Free Awareness Program to inform employees about:
    - i. the dangers of drug abuse in the workplace;
    - ii. the person's or organization's policy of maintaining a drug-free workplace;
    - iii. any available counseling, rehabilitation, and employee assistance programs; and,
    - iv. penalties that may be imposed upon employees for drug abuse violations.
  3. Every employee who works on the proposed sub-grant agreement will:
    - i. receive a copy of the company's drug-free workplace policy statement; and,
    - ii. agree to abide by the terms of the company's statement as a condition of employment on the sub-grant agreement.
  4. Failure to comply with these requirements may result in suspension of payments under this sub-grant agreement or termination of the sub-grant agreement or both and Contractor may be ineligible for award of any future sub-grant agreements if the Pass-through Entity determines that any of the following has occurred: the Contractor has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)
- G. Expatriate Corporations: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1 and is eligible to enter into Agreements funded by the State of California.
- H. Priority Hiring Considerations: If this Agreement includes services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Pub. Contract Code § 10353.
- I. Sweat-free Code of Conduct:  
All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the



state pursuant to this sub-grant agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code § 6108.

Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).

J. Child Support Compliance: For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code § 7110, that:

1. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code; and
2. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Pass-through Entity.

XVI. Air/Water Pollution Violation Certification: Under the State laws, Contractor shall not be:

1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. Subject to cease-and-desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or
3. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

XVII. Clean Air Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).





**XVIII.** Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, Contractor certifies that it is in compliance with Public Contract Code § 10295.3.

**XIX.** Debarment and Suspension Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Contractor), to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in Section 2 of this certification.
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.
5. Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

**XX.** Lobbying Restrictions: By signing this Agreement, Contractor hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).

- A. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation,



renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this sub-grant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for sub-grant agreement transactions over \$100,000 (per OMB) at all tiers (including sub-grant agreements, contracts, and subcontracts, under grants, loan, or cooperative agreements), and that all Contractors shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**XXI. Avoidance of Conflict of Economic Interest:** An executive or employee of the Contractor will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Contractor or ACWDB. Supplies, materials, equipment, or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

**XXII. CONFIDENTIALITY REQUIREMENTS**

ACWDB and Contractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the



District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. ACWDB and Contractor agree that:

- A. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- B. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- C. The Contractor agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose other than those specifically identified in this Agreement.
  1. Aggregate Summaries: All reports and/or publications developed by Contractor based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
  2. Publication: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
  3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- D. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- E. Contractor shall notify ACWDB of any actual or attempted information security incidents, within 24 hours of initial detection. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage or destruction, or unauthorized access, use, modification, or disclosure of information assets.

Contractor shall cooperate with ACWDB in any investigation of security incidents. The system or device affected by an information security incident



and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure *or* a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then Contractor must provide notification to individuals pursuant to California Civil Code Section 1798.82.

- F. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- G. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- H. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- I. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- J. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- K. If ACWDB or Contractor enters into an agreement with a third party to provide STEP Forward Grant services, the ACWDB or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.



- L. In the event that Contractor subcontracts any services under this Agreement, the following requirements must be included in the subcontracts:
1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Contractor, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.
  2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
  3. A client must still be given the option to use the local workforce system's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly, and immediately communicated to the client upon registration with the subcontractor or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers.
  4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy



shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

- M. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

[THIS SPACE INTENTIONALLY LEFT BLANK]



**EXHIBIT H**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**  
**CERTIFICATION REGARDING LOBBYING**  
**(APPENDIX A, 44 C.F.R. PART 18)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date



Name

Title

**Attachment B  
(Revised: 8/31/18)**

**LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS**

- I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:
  - A. Shall clearly disclose language access capabilities in relationship to the population served.
  - B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
  - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
  - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).
  
- II. The SSA shall aid contracted CBOs in expanding language interpretation services through:
  - A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.
  - B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.
  - C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.
  - D. Providing CBOs/contractors with access to Telephonic Interpreters, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.





Attachment C

**CONFIDENTIALITY – CONTRACT PROVISIONS**

**Confidentiality:** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred herein as in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County’s past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information. County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by federal and state law; including but not limited to Welfare and Institutions Code Section 827 & 10850, and Penal Code Section 11167.5.

Pursuant to contract provisions to protect confidential client data file records against any and all unauthorized practices as stated heretofore, the Contractor will:

1. Assume responsibility for all personnel having access to the client list in regard to the confidential nature of client information. Safeguard measures are required to protect civil and criminal sanctions for non-compliance as contained in applicable statutes.
2. Restrict access to client information to those authorized employees and officials who require access in the performance of their delivery of services under this contract.
3. Work with the information under the control of authorized personnel in a manner to protect the confidentiality of client data file records and in such a manner to protect against unauthorized retrieval by computer, remote terminals, or any unauthorized means.
4. Use of SSA confidential client information provided to contractor shall only be for the purposes covered under the terms of this Agreement. Any and all disclosure of client data file records, transactions or transmissions will be made only with prior written consent and authorization from the ACSSA.
5. Return to SSA any and all client confidential information contained in hard copy or computer files/disc generated by this agreement as required for confidential destruction. All such files are the legal sole property of the SSA.
6. Ensure project compliance with written corrective action plans as may be mandated by the County.

# INFORMATION ITEMS

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**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** ROP Pathway Review-Entrepreneurship/Self Employment and Marketing

## **BACKGROUND**

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The state of California has identified 15 industry sectors. Each sector contains multiple career pathways in which to develop programs of study. It is up to individual school districts and the region's corresponding colleges and businesses to conduct research into the needs of the industry and determine which sectors and careers can best serve the students, industry and community. Pathways available vary by each district.

Formerly, the pathway reviews were presented to the Governing Board under the title "CDE Course Review." The Eden Area ROP has renamed the CDE Course Reviews to Pathway Reviews to more accurately reflect the information being shared with the Board and to align with the current terminology used by the state. Pathways reviews are presented to the Governing Board biennially.

## **CURRENT SITUATION**

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The Entrepreneurship/Self Employment and Marketing pathways are under the Marketing, Sales, and Services sector.

The Entrepreneurship/Self Employment pathway will help students develop knowledge and skills common to entrepreneurs and entrepreneurship, including the human characteristics vital for entrepreneurial thinking in a twenty-first-century global world. Entrepreneurial thinking may be applied to all industry sectors. The performance indicators provide business knowledge and skills required for entrepreneurs and intangible skills and knowledge such as creativity and innovation skills.

The Marketing pathway will help students use both creative and systems processes, develop marketing concepts and principles and their practical application in marketing and management. Subject matter includes market research, economics, marketing budgets, creative development and design, and marketing foundations/functions with emphasis on public relations, advertising, branding, promotion, product/service management, pricing and distribution. Specialized programs of study in this field may include sports marketing, hospitality marketing, advertising or market research

The attached pathway reviews are for the following program(s): Entrepreneurship IP/IIP and Marketing Economics.

## **RECOMMENDATION**

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Information only

<b>SCHOOL DISTRICT:</b>		<b>EDEN AREA ROP</b>		<b>LOCATION:</b>		<b>Hayward, Mt. Eden, San Leandro, Tennyson</b>	
<b>PATHWAY:</b>		Entrepreneurship/Self Employment		<b>INSTRUCTORS:</b>		Charles, Fuller, Jagroop, Rosas	
Course Name		Enrollment as of 22-23 Year to Date		Enrollment as of 21-22 Year to Date		Enrollment as of 20-21 Year to Date	
Entrepreneurship IP		415		446		N/A	
Entrepreneurship IIP		27		24		N/A	
<b>Comments:</b>							
<ul style="list-style-type: none"> <li>Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing.  <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO</li> <li>Retention rate (Active Enrollment divided by Year-to-date Enrollment):</li> </ul>							
<b>Text Book:</b> Business Economics & Entrepreneurship II, Entrepreneurship Owning your Future, Entrepreneurship <b>Edition:</b> 3 <sup>rd</sup>							
<b>NO.</b>	<b>YES</b>	<b>NO</b>					
1.	X		<b>ENROLLMENT</b> – Course meets current or future labor market news.				
			<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>	
			<b>Varies (Site)</b>	<b>Varies</b>	<b>60-90 Min</b>	<b>25+</b>	
2.	X		<b>AVAILABILITY OF QUALIFIED INSTRUCTOR</b> – Qualified/ Credentialed Instructor teaching course.				
3.	X		<b>LEADERSHIP</b> – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.				
4.	X		<b>CURRICULUM and INSTRUCTION</b> – Students are provided with a strong experience in and understanding of all aspects of industry.				
5.	X		<b>SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT</b> – Course is designed as part of a sequence of courses, career pathways, etc.				
6.	X		<b>ADVISORY COMMITTEE</b> – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.				
7.	X		<b>LABOR MARKET NEEDS</b> – Course meets current or future labor market needs.				
8.	X		<b>WORK BASED LEARNING</b> – Course incorporates work-based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)				
9.	X		<b>COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION</b> – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)				
10.	X		<b>JOB PLACEMENT/FURTHER EDUCATION OPTIONS</b> – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.				
11.	X		<b>FACILITIES AND EQUIPMENT ACCOMMODATION</b> <input checked="" type="checkbox"/> District will provide a facility which adequately accommodates the program. <input type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.				
<b>OTHER CONSIDERATIONS:</b>							
<input checked="" type="checkbox"/> A-G Credit for UC				<input type="checkbox"/> State and National Licensing or Certification			
<input checked="" type="checkbox"/> Community College Articulation				<input checked="" type="checkbox"/> Strong Business or Industry Partnership			
<input type="checkbox"/> Dual Enrollment				<input type="checkbox"/> Emerging Technologies			
<b>COMPLIANCE CATEGORIES</b>							
<input checked="" type="checkbox"/> <b>R – Retain Program:</b> Program meets all criteria.		<input type="checkbox"/> <b>W - Watch Program:</b> All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> <b>P - Probation:</b> Criteria is not being met. Program in danger of suspension.		<input type="checkbox"/> <b>R – Reduce Program:</b> Downsizing program.	
						<input type="checkbox"/> <b>S/T - Suspend/ Terminate program.</b>	

<b>SCHOOL DISTRICT:</b> EDEN AREA ROP		<b>LOCATION:</b> Arroyo, Castro Valley, San Leandro									
<b>PATHWAY:</b> Marketing		<b>INSTRUCTORS:</b> Charlton, Thompson, Jagroop									
Course Name		Enrollment as of 22-23	Enrollment as of 21-22								
Marketing Economics IP		Year to Date	Year to Date								
		231	177								
			57								
<b>Comments:</b>											
<ul style="list-style-type: none"> <li>Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing.  <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO</li> <li>Retention rate (Active Enrollment divided by Year-to-date Enrollment):</li> </ul>											
<b>Text Book:</b> Marketing Dynamics			<b>Edition:</b> 4th								
<b>NO.</b>	<b>YES</b>	<b>NO</b>									
1.	X		<b>ENROLLMENT</b> – Course meets current or future labor market news. <table border="1"> <tr> <td><b>CLASS SCHEDULE:</b> AM/PM</td> <td><b>SECTIONS PER YEAR:</b></td> <td><b>MINS PER SECTION:</b></td> <td><b>EXPECTED MINIMUM STUDENTS PER SECTION:</b></td> </tr> <tr> <td>Varies (Site)</td> <td>Varies</td> <td>60-90 Min</td> <td>25+</td> </tr> </table>	<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>	Varies (Site)	Varies	60-90 Min	25+
<b>CLASS SCHEDULE:</b> AM/PM	<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>								
Varies (Site)	Varies	60-90 Min	25+								
2.	X		<b>AVAILABILITY OF QUALIFIED INSTRUCTOR</b> – Qualified/ Credentialed Instructor teaching course.								
3.	X		<b>LEADERSHIP</b> – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.								
4.	X		<b>CURRICULUM and INSTRUCTION</b> – Students are provided with a strong experience in and understanding of all aspects of industry.								
5.	X		<b>SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT</b> – Course is designed as part of a sequence of courses, career pathways, etc.								
6.	X		<b>ADVISORY COMMITTEE</b> – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.								
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10.	X		<b>JOB PLACEMENT/FURTHER EDUCATION OPTIONS</b> – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.								
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<b>OTHER CONSIDERATIONS:</b>											
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<input checked="" type="checkbox"/> Community College Articulation		<input checked="" type="checkbox"/> Strong Business or Industry Partnership									
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<b>COMPLIANCE CATEGORIES</b>											
<input checked="" type="checkbox"/> <b>R – Retain Program:</b> Program meets all criteria.	<input type="checkbox"/> <b>W - Watch Program:</b> All criteria not met. See areas that need to be complied with.	<input type="checkbox"/> <b>P - Probation:</b> Criteria is not being met. Program in danger of suspension.	<input type="checkbox"/> <b>R – Reduce Program:</b> Downsizing program.								
			<input type="checkbox"/> <b>S/T - Suspend/ Terminate program.</b>								



**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Career Counselor Report

## **BACKGROUND**

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The goal of the Career Counselor is to provide support to the students of the Eden Area ROP through a variety of services. The Career Counselor serves as a liaison with home high school counselors and case managers to ensure students are receiving the necessary support. The Career Counselor provides students with social and emotional as well as college and career counseling. In alignment with the mission of the Eden Area ROP, the Career Counselor supports students with their exploration of post-secondary options by way of the implementation of a school wide career exploration activity, as well as the continued partnership with Chabot College through the participation in Senior Onboarding and Registration (SOAR) Early Decision program and the Chabot Area Counselor Collaboration (CACC).

## **CURRENT SITUATION**

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The Career Counselor will provide an update on the Eden Area ROP efforts to provide support and career guidance to students and the efforts to work collaboratively with partner districts.

## **RECOMMENDATION**

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Information only

# ACTION ITEMS

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**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to Approve the Revised Job Description for the Office Support Technician Position

## **BACKGROUND**

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

## **CURRENT SITUATION**

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The Human Resources Administrator reviewed the following Board approved job description. The supervising administrator has provided updates to the job description based on current responsibilities and requirements. These suggestions were given to the Human Resources Administrator and integrated into the current job description for recommendation to the Board for approval.

**Job Description Updates Only**  
Office Support Technician

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the revised job description for the Office Support Technician position.



## JOB DESCRIPTION

**Mission Statement:**

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

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

**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

## JOB DESCRIPTION

<ul style="list-style-type: none"> <li>Assist with sophomore tours</li> <li>Establish, maintain and monitor accurate, neat and efficient electronic and manual filing systems</li> <li>Perform other duties as assigned</li> </ul>			
<b>Employment Type:</b>	<b>Full Time</b>	<b>Employment Category:</b>	<b>Classified</b>
<b>Work Year:</b>	<b>12 month (260 work days) *15 paid holidays</b>	<b>Days/Hours:</b>	<b>Monday-Friday 6:45am-3:15pm</b>
<b>Position Qualifications</b>			
<p><b>Knowledge:</b></p> <ul style="list-style-type: none"> <li>Advanced Microsoft Word, Excel, PowerPoint and online navigation</li> <li>General school office/ professional environment rules and principles</li> <li>Correct English grammar, punctuation, spelling, and proofreading</li> <li>Record keeping and complex filing systems</li> </ul> <p><b>Abilities:</b></p> <ul style="list-style-type: none"> <li>Perform in an independent, self-directed manner and present a professional, positive representation of the ROP</li> <li>Work confidentially</li> <li>Communicate effectively and professionally both verbally and in writing</li> <li>Skilled at multi-tasking</li> </ul> <p><b>Soft Skills:</b></p> <ul style="list-style-type: none"> <li>Trustworthiness</li> <li>Maintain confidentiality of privileged and sensitive information</li> <li>Strong, consistent work ethic; must be punctual and reliable</li> <li>Strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community</li> <li>Self-starter and resourceful</li> <li>Work independently and with frequent interruptions; work with a minimum of supervision</li> <li>Problem solver; able to resolve problems quickly and professionally</li> <li>Extremely organized and successfully meeting deadlines</li> </ul> <p><b>Education:</b></p> <ul style="list-style-type: none"> <li>Equivalent of the completion of high school</li> <li>Two years college desired</li> </ul> <p><b>Experience:</b></p> <ul style="list-style-type: none"> <li>3+ years administrative support experience</li> <li>Previous experience working in a school setting</li> </ul> <p><b>Certifications/Credentials:</b></p> <ul style="list-style-type: none"> <li>Basic Driver License</li> </ul> <p><b>Additional Requirements:</b></p> <ul style="list-style-type: none"> <li>Pass Basic Skills Test</li> <li>Bilingual/Spanish Speaking preferred</li> </ul>			
<b>Salary Schedule Placement:</b>	<b>C 5% Confidential Stipend</b>	<b>Annual Benefits:</b>	<b>\$11,621.16 *Mandatory Vision &amp; Dental deducted</b>
<b>Terms of Employment:</b>	<b>Year to year based on successful annual evaluation</b>	<b>Governing Board Approved</b>	<b>May 7, 2020</b>

## JOB DESCRIPTION

**CORE Values:**

We believe in the Eden Area ROP.

**Equitable:** We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.

**Accessible:** We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.

**Restorative:** We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.

**Outcomes:** We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.

**Professional:** We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.

## JOB DESCRIPTION

**Mission Statement:**

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

<b>Job Title:</b>	<b>Office Support Technician</b>	<b>Reports to:</b>	<b>Assistant Principal</b>
<b>Job Location:</b>	<b>Hayward Center</b>	<b>Department:</b>	<b>Educational Services</b>

**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 for department staff
- Assist the educational services administration team in organizing and compiling the master schedule for off-site programs
- Schedule meetings and workshops for the department and staff
- Provide wide range of complex office administration and support to the Educational Services Administrators
- Support partner engagement and outreach initiatives, fostering collaborative relationships within our network
- Support assigned administrators in managing partnerships with external stakeholders, maintaining accurate data reporting, coordinating meetings, maintaining communication, and facilitating collaboration to assist in various initiatives.
- Maintain accurate and up-to-date records of partnership agreements, contracts, and communications, while also preparing regular reports on partnership activities, including key metrics, progress updates, and future projections
- Compile data from primary or secondary sources, maintain databases/data systems, develop reports, and support administrators in compiling and analyzing data related to various initiatives, projects, 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
- Serve as a liaison between administrators, internal teams, and external partners, ensuring effective communication and collaboration
- Under the supervision of the Assistant Principal, coordinate and execute Educational Services activities and other initiatives aimed at fostering collaboration and driving organizational goals
- Prepare and maintain logs and records of student discipline activities
- Prepare, process and maintain correspondence including parent notifications, student improvement contracts and suspension notices, site agreements, Co-op/Community Classroom Visitation/placement logs
- Prepare student handbook
- Prepare materials for CTSO's
- Establish, maintain and monitor accurate, neat and efficient electronic and manual filing systems
- Receive and direct incoming calls
- Assist with preparation of board items
- Prepare donation acceptance letters and maintain donation file
- Prepare Certificates for students and businesses
- Respond to requests for information and access relevant files
- Prepare for and attend advisory meetings

## JOB DESCRIPTION

- Act as point of contact for all early college credit options
- Assist with CATEMA enrollment
- Assist with sophomore tours
- Provide front desk coverage as needed
- Act as back up for Office Assistant
- Act as back up for Administrative Assistant
- Perform other duties as assigned

<b>Employment Type:</b>	<b>Full Time</b>	<b>Employment Category:</b>	<b>Classified</b>
<b>Work Year:</b>	<b>12 month (260 work days) *15 paid holidays</b>	<b>Days/Hours:</b>	<b>Monday-Friday 8:00am-4:30pm</b>

### 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 Eden Area 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

<b>Salary Schedule Placement:</b>	<b>C</b>	<b>Annual Benefits:</b>	<b>\$11,621.16 *Mandatory Vision &amp; Dental deducted</b>
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## JOB DESCRIPTION

<b>Terms of Employment:</b>	<b>Year to year based on successful annual evaluation</b>	<b>Governing Board Approved</b>	<b>Pending</b>
<p><b>CORE Values:</b> We believe in the Eden Area ROP.</p> <p><b>Equitable:</b> We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.</p> <p><b>Accessible:</b> We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.</p> <p><b>Restorative:</b> We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.</p> <p><b>Outcomes:</b> We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.</p> <p><b>Professional:</b> We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.</p>			



**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to approve the Administrative Assistant Position and Job Description

## **BACKGROUND**

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Over the years, the Eden Area ROP has needed to be nimble and responsive to the constantly changing landscape of funding and priorities. Since the elimination of direct state funding for ROPs and the advent of the Career Pathways Trust, the delivery of Career Technical Education has changed. While these changes have positively impacted student outcomes, they required the Eden Area ROP to consistently adjust staffing, structures, and job duties.

The Governing Board approved the Education Services Department Reorganization in March 2024. This includes the creation of an Administrative Assistant who will support the Principal.

## **CURRENT SITUATION**

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To improve the comprehensive implementation of Eden Area ROP initiatives with a focus on ongoing continuous improvement, the proposed restructuring will result in higher levels of accountability, consistency in communication, and structured collaboration within the Educational Services Department.

The Administrative Assistant to the Principal will have an increased level of responsibility commensurate with the increase in the Principal's scope of responsibility. The job description has been created to reflect the changes and the position has been appropriately placed on the Classified Salary Schedule.

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the Administrative Assistant position and job description.

## JOB DESCRIPTION

**Mission Statement:**

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

<b>Job Title:</b>	<b>Administrative Assistant</b>	<b>Reports to:</b>	<b>Principal</b>
<b>Job Location:</b>	<b>Hayward Center</b>	<b>Department:</b>	<b>Educational Services</b>

**Position Overview**

**Purpose:**

The Administrative Assistant plays a pivotal role in supporting the Principal and ensuring the smooth operation of administrative functions within the Educational Services Department.

**Duties and Responsibilities:**

- Support the Principal in maintaining an inclusive and welcoming school environment where every student feels valued, secure, and appreciated
- Assist the Principal in developing and implementing emergency response protocols and serve as a point of contact during crisis situations, coordinating communication and response efforts as directed
- Receive and direct incoming calls
- Establish, maintain and monitor accurate, neat and efficient electronic and manual filing systems
- Provide wide range of complex office administration and support to the Educational Services Administrators
- Work collaboratively with other administrative staff members to support the overall goals and objectives of the high school
- Maintain strict confidentiality regarding sensitive information related to students, staff, and school operations
- Address issues and concerns raised by students, parents, or staff members, and escalate complex matters to the Principal for resolution
- Prepare and maintain logs and records of various activities and student discipline; assist with student supervision
- Assist with accurate input of student data into the student information system
- Prepare student handbook
- Prepare materials for Career and Technical Student Organizations (CTSOs)
- Support Principal by managing the scheduling and documentation of after-school meetings with parents, ensuring timely communication, and maintaining detailed records of interactions
- Assist in the implementation of school policies and procedures, ensuring compliance with district regulations and educational standards; serve as a resource for staff members seeking clarification on policies and guidelines
- Collaborate closely with the Principal to ensure accuracy and comprehensiveness in bi-annual pathway review for sectors
- 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 orientation of new instructors and substitute instructors
- Assist in the preparation and monitoring of the school budget, ensuring funds are allocated appropriately and expenditures are in line with established guidelines.
- Support Principal in preparing annual projections that forecast current and future program needs by gathering relevant data, conducting research, and organizing information to facilitate the projection process.
- Support the Principal with maintaining compliance for grants and contracts
- Support the Principal in collaborating with diverse community agencies to formulate agreements pertaining to the provision of services and programs



## JOB DESCRIPTION

- Interpret data, analyze results using statistical techniques and provide ongoing reports
- Maintain and organize confidential documents, records, and correspondence; prepare and edit documents, reports, and presentations with accuracy and professional details as needed
- 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
- Support the Principal in monitoring and reviewing legal requirements and compliance related to programs and districts, ensuring adherence to all relevant laws and regulations
- Maintain legal documents, conduct research on legal matters, and provide administrative support to ensure smooth operations within programs and districts
- Manage Principal's calendar and schedule meetings, appointments and travel arrangements including coordinating observations, evaluations, regular visits to various sites and classrooms
- Serve as a liaison between the Principal and various stakeholders, including staff, students, parents, community members, board members, government officials, and industry partners; respond to inquiries promptly and professionally via phone, email, and in-person interactions
- Support the Principal by preparing various statistical reports, including pre-enrollment, enrollment, tracking, attendance, enrollment trends, and related data, as well as reports relating to curriculum and instruction for the Governing Board, and enter data by inputting alphabetic and numeric information using an established procedure and through a detailed web-based interface.
- Support the Principal in the planning, preparation and evaluation of the Eden Area ROP curriculum and curriculum publications (Annual Report, Course Catalog, Student Handbook, Staff Handbook, course outlines, etc.) at the Center, on the website and at the school sites
- Participate in completion and maintenance of Injury Illness Prevention Plan as relevant to position
- Coordinate logistics for professional group meetings and events, including venue booking, catering, and attendee management
- Conduct research and compile relevant information to support the Principal in staying abreast of new trends and innovations related to the Eden Area ROP and CTE
- Maintain accurate records and files related to board memberships, commissions, and professional affiliations
- Maintain Master Calendar and Meetings Calendar
- Proactively maintain a task calendar and schedule of important dates to keep the Principal on track with various deadlines, including board items, grants, worker compensation deadlines, and other essential tasks
- 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
- Assist with preparation of board items and board PowerPoint
- Proactively provide support for the Principal to enhance their effectiveness; offer insights and suggestions to streamline processes and improve administrative efficiency
- Assist Principal in maintaining communications, preparing documents, and managing day-to-day operations regarding student transportation and other transportation-related concerns
- Prepare Certificates of Completion for ROP students

## JOB DESCRIPTION

- Prepare Certificates of Appreciation for Businesses who support ROP students and programs
- Schedule meetings and workshops for the department and staff
- Prepare for and attend advisory meetings
- Prepare donation acceptance letters and maintain donation file
- Coordinate and organize the yearly staff in-service days
- Assume responsibility for designated projects delegated by the Principal, managing schedules, resources, and outcomes; guaranteeing projects are finalized promptly and within financial limitations.
- Support the Educational Services Administration Team to coordinate and execute Educational Services activities such as morning collaboration, professional development activities and meetings, CTE month, Principals' Breakfast, Counselors' Luncheon, Business Partner of the Year, Student of the Year, student awards ceremonies, Sophomore Tours, etc.
- Act as back up for Office Assistant
- Provide front desk coverage as needed
- Perform other duties as assigned

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

### Position Qualifications

#### Knowledge:

- Knowledge of student information systems and educational software platforms
- Familiarity with state and federal regulations governing educational institutions
- 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
- Communicate effectively and professionally both verbally and in writing
- Excellent organizational and time management skills, with the ability to prioritize tasks effectively
- Ability to maintain professionalism and composure in fast-paced environments.
- Discretion and ability to handle confidential information with sensitivity.
- Proactively identify areas where assistance is needed and take action to address them promptly
- Anticipate needs, prioritize tasks, and take initiative

#### Soft Skills:

- High level of autonomy and initiative
- Self-motivated and able to work independently with minimal supervision
- Sound judgment and discretion in all interactions and tasks
- 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

## JOB DESCRIPTION

- Problem solver; able to resolve problems quickly and professionally
- Extremely organized and successfully meeting deadlines

**Education:**

- Equivalent of the completion of high school
- Two (2) years college preferred

**Experience:**

- Three (3)+ years administrative support experience
- Experience working in a high school or educational institution

**Certifications/Credentials:**

- Basic Driver License

**Additional Requirements:**

- Pass Basic Skills Test
- Bilingual/Spanish Speaking preferred

<b>Salary Schedule Placement:</b>	<b>B</b>	<b>Annual Benefits:</b>	<b>\$11,621.16</b> <b>*Mandatory Vision &amp; Dental deducted</b>
<b>Terms of Employment:</b>	<b>Year to year based on successful annual evaluation</b>	<b>Governing Board Approved</b>	<b>Pending</b>

**CORE Values:**

We believe in the Eden Area ROP.

**Equitable:** We believe in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.

**Accessible:** We believe all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.

**Restorative:** We believe instruction should be culturally and historically responsive, restorative, trauma-informed, ethical, and prepare students for a path to self-fulfillment and self-actualization.

**Outcomes:** We believe our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors.

**Professional:** We believe excellence is the standard, as such, we will work with integrity, transparency, respect, and clear communication.



**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to approve the Revised Salary Schedules (Charts 1 and 4)

## **BACKGROUND**

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Over the years, the Eden Area ROP has needed to be nimble and responsive to the constantly changing landscape of funding and priorities. Since the elimination of direct state funding for ROPs and the advent of the Career Pathways Trust, the delivery of Career Technical Education has changed. While these changes have positively impacted student outcomes, they required the Eden Area ROP to consistently adjust staffing, structures, and job duties.

To improve the comprehensive implementation of Eden Area ROP initiatives with a focus on ongoing continuous improvement, the restructuring will result in higher levels of accountability, consistency in communication, and structured collaboration within the Educational Services Department.

## **CURRENT SITUATION**

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To complete the Educational Services Department restructuring, salary schedules need to be amended. The following revised salary schedules are being presented for your approval to be effective July 1, 2024:

- Salary Scale Chart 1: Classified Employees
  - The Administrative Assistant position is being added to this schedule.
  
- Salary Scale Chart 4: Administration
  - The Principal position is changing categories, the Director of Educational Services position is being eliminated, and two Assistant Principal positions are being added.

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the revised salary schedules (charts 1 and 4).

# Salary Scale Chart 1 CLASSIFIED EMPLOYEES

## 2024-2025

Effective: July 1, 2024

Step	Work Year	Additional Responsibilities	Classified Position Titles
<b>B1</b>	<b>10 months</b>		<b>Website &amp; Marketing Specialist</b>
<b>B3</b>	<b>12 months</b>	<b>Confidential</b>	<b>Executive Assistant</b>
<b>B4</b>	<b>12 months</b>		<b>Administrative Assistant</b>
<b>B5</b>	<b>12 months</b>		<b>Registrar (Y-Rate)</b>
<b>C1</b>	<b>10 months</b>		<b>Student Support Services Technician</b>
<b>C3</b>	<b>12 months</b>		<b>Office Support Technician</b>
<b>C3</b>	<b>12 months</b>	<b>Confidential</b>	<b>Accounting Technician</b>
<b>C3</b>	<b>12 months</b>		<b>Registrar</b>
<b>D</b>	<b>12 months</b>		<b>Accounts Receivable/Purchasing Technician</b>
<b>E1</b>	<b>10 months</b>		<b>Office Assistant</b>
<b>E2</b>	<b>12 months</b>		<b>Security-Grounds Officer</b>
<b>F</b>	<b>10 months</b>		<b>Instructional Assistant</b>
<b>H</b>	<b>10 months</b>		<b>Staff Assistant</b>
<b>L</b>	<b>10 months</b>		<b>Student Assistant</b>

10 months= 193 days

11 months= 223 days

12 months= 260 days

**Column (C) and Step (S)**  
Hourly (H); Monthly (M); Annually (A)

S	C	1	2	3	4	5	6	7	8	9	10
<b>B1</b>	H	\$31.20	\$32.44	\$33.77	\$35.15	\$36.59	\$38.13	\$39.69	\$41.36	\$43.13	\$44.95
	M	\$4,516.20	\$4,695.69	\$4,888.21	\$5,087.96	\$5,296.40	\$5,519.32	\$5,745.13	\$5,986.86	\$6,243.07	\$6,506.51
	A	\$45,162.00	\$46,956.90	\$48,882.08	\$50,879.63	\$52,964.03	\$55,193.18	\$57,451.28	\$59,868.60	\$62,430.68	\$65,065.13
<b>B3</b>	H	\$31.20	\$32.44	\$33.77	\$35.15	\$36.59	\$38.13	\$39.69	\$41.36	\$43.13	\$44.95
	M	\$5,070.00	\$5,271.50	\$5,487.63	\$5,711.88	\$5,945.88	\$6,196.13	\$6,449.63	\$6,721.00	\$7,008.63	\$7,304.38
	A	\$60,840.00	\$63,258.00	\$65,851.50	\$68,542.50	\$71,350.50	\$74,353.50	\$77,395.50	\$80,652.00	\$84,103.50	\$87,652.50
<b>B4</b>	H	\$31.20	\$32.44	\$33.77	\$35.15	\$36.59	\$38.13	\$39.69	\$41.36	\$43.13	\$44.95
	M	\$5,070.00	\$5,271.50	\$5,487.63	\$5,711.88	\$5,945.88	\$6,196.13	\$6,449.63	\$6,721.00	\$7,008.63	\$7,304.38
	A	\$60,840.00	\$63,258.00	\$65,851.50	\$68,542.50	\$71,350.50	\$74,353.50	\$77,395.50	\$80,652.00	\$84,103.50	\$87,652.50
<b>B5</b>	H	\$32.76	\$34.06	\$35.46	\$36.91	\$38.42	\$40.04	\$41.67	\$43.43	\$45.29	\$47.20
	M	\$5,323.50	\$5,534.75	\$5,762.25	\$5,997.88	\$6,243.25	\$6,506.50	\$6,771.38	\$7,057.38	\$7,359.63	\$7,670.00
	A	\$63,882.00	\$66,417.00	\$69,147.00	\$71,974.50	\$74,919.00	\$78,078.00	\$81,256.50	\$84,688.50	\$88,315.50	\$92,040.00
<b>C1</b>	H	\$28.98	\$30.11	\$31.32	\$32.57	\$33.89	\$35.27	\$36.70	\$38.21	\$39.82	\$41.64
	M	\$3,813.50	\$3,962.20	\$4,121.43	\$4,285.92	\$4,459.62	\$4,641.21	\$4,829.39	\$5,028.09	\$5,239.95	\$5,479.45

S	C	1	2	3	4	5	6	7	8	9	10
	A	\$41,948.55	\$43,584.23	\$45,335.70	\$47,145.08	\$49,055.78	\$51,053.33	\$53,123.25	\$55,308.98	\$57,639.45	\$60,273.90
<b>C3</b>	H	\$28.98	\$30.11	\$31.32	\$32.57	\$33.89	\$35.27	\$36.70	\$38.21	\$39.82	\$41.64
	M	\$4,709.25	\$4,892.88	\$5,089.50	\$5,292.63	\$5,507.13	\$5,731.38	\$5,963.75	\$6,209.13	\$6,470.75	\$6,766.50
	A	\$56,511.00	\$58,714.50	\$61,074.00	\$63,511.50	\$66,085.50	\$68,776.50	\$71,565.00	\$74,509.50	\$77,649.00	\$81,198.00
<b>D</b>	H	\$27.98	\$29.04	\$30.19	\$31.39	\$32.66	\$33.99	\$35.37	\$36.82	\$38.36	\$40.18
	M	\$4,546.75	\$4,719.00	\$4,905.88	\$5,100.88	\$5,307.25	\$5,523.38	\$5,747.63	\$5,983.25	\$6,233.50	\$6,529.25
	A	\$54,561.00	\$56,628.00	\$58,870.50	\$61,210.50	\$63,687.00	\$66,280.50	\$68,971.50	\$71,799.00	\$74,802.00	\$78,351.00
<b>E1</b>	H	\$25.52	\$26.45	\$27.47	\$28.55	\$29.67	\$30.83	\$32.06	\$33.35	\$34.70	\$36.52
	M	\$3,358.20	\$3,480.58	\$3,614.80	\$3,756.92	\$3,904.30	\$4,056.95	\$4,218.80	\$4,388.56	\$4,566.20	\$4,805.70
	A	\$36,940.20	\$38,286.38	\$39,762.83	\$41,326.13	\$42,947.33	\$44,626.43	\$46,406.85	\$48,274.13	\$50,228.25	\$52,862.70
<b>E2</b>	H	\$25.52	\$26.45	\$27.47	\$28.55	\$29.67	\$30.83	\$32.06	\$33.35	\$34.70	\$36.52
	M	\$4,147.00	\$4,298.13	\$4,463.88	\$4,639.38	\$4,821.38	\$5,009.88	\$5,209.75	\$5,419.38	\$5,638.75	\$5,934.50
	A	\$49,764.00	\$51,577.50	\$53,566.50	\$55,672.50	\$57,856.50	\$60,118.50	\$62,517.00	\$65,032.50	\$67,665.00	\$71,214.00
<b>F</b>	H	\$24.55	\$25.51	\$26.44	\$27.45	\$28.52	\$29.64	\$30.79	\$32.04	\$33.32	\$35.14
	M	\$3,553.61	\$3,692.57	\$3,827.19	\$3,973.39	\$4,128.27	\$4,290.39	\$4,456.85	\$4,637.79	\$4,823.07	\$5,086.52
	A	\$35,536.13	\$36,925.73	\$38,271.90	\$39,733.88	\$41,282.70	\$42,903.90	\$44,568.53	\$46,377.90	\$48,230.70	\$50,865.15
<b>H</b>	H	\$23.78	\$24.64	\$25.58	\$26.54	\$27.53	\$28.61	\$29.71	\$30.88	\$32.12	\$33.94
<b>L</b>	H	\$17.42									

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, 10 reached at 10, 15, 20, 25, 30 years respectively.
- Numbers have been rounded.
- Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

# Salary Scale Chart 4 ADMINISTRATION

## 2024-2025

Effective: July 1, 2024

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

### Range and Column

Range	Column	1	2	3	4	5	L6*	L7*
<b>A</b>	Daily	\$690.91	\$723.38	\$757.38	\$792.98	\$830.25	\$843.88	\$857.52
	Monthly	\$12,666.67	\$13,262.00	\$13,885.31	\$14,537.92	\$15,221.21	\$15,471.21	\$15,721.21
	Annually	\$152,000.00	\$159,144.00	\$166,623.77	\$174,455.09	\$182,654.47	\$185,654.47	\$188,654.47
<b>B</b>	Daily	\$644.48	\$674.79	\$706.61	\$740.02	\$775.08	\$788.72	\$802.35
	Monthly	\$11,815.51	\$12,371.09	\$12,954.44	\$13,566.95	\$14,209.80	\$14,459.80	\$14,709.80
	Annually	\$141,786.11	\$148,453.06	\$155,453.25	\$162,803.34	\$170,517.58	\$173,517.58	\$176,517.58
<b>C</b>	Daily	\$521.96	\$544.99	\$569.15	\$594.55	\$621.20	\$632.74	\$644.28
	Monthly	\$11,309.22	\$11,808.12	\$12,331.67	\$12,881.82	\$13,459.37	\$13,709.37	\$13,959.37
	Annually	\$135,710.66	\$141,697.42	\$147,980.00	\$154,581.88	\$161,512.43	\$164,512.43	\$167,512.43
<b>D</b>	Daily	\$590.91	\$618.68	\$647.76	\$678.20	\$710.08	\$723.72	\$737.35
	Monthly	\$10,833.33	\$11,342.50	\$11,875.60	\$12,433.75	\$13,018.14	\$13,268.14	\$13,518.14
	Annually	\$130,000.00	\$136,110.00	\$142,507.17	\$149,205.01	\$156,217.64	\$159,217.64	\$162,217.64

**\*LONGEVITY STEPS: AFTER 3 YEARS ON STEP 5, EMPLOYEE MOVES TO STEP 6. AFTER 3 YEARS ON STEP 6, EMPLOYEE MOVES TO STEP 7. ADDITIONAL \$3,000 PAID AFTER 3 YEARS ON STEP 5, ANOTHER \$3,000 PAID AFTER 3 YEARS ON STEP 6.**

### EDUCATIONAL STIPENDS

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

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



**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with William Deslaurier for Facilities Transition Support for the 2023-2024 School Year

## **BACKGROUND**

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To facilitate the integration of the Eden Area ROP's new administrators, instructors, and support staff, some of the facilities are being reallocated. William Deslaurier, previously a Construction Technology Instructor at Eden Area ROP, was instrumental in the initial installation of the STAR Center's furniture cubicle system.

## **CURRENT SITUATION**

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As the Eden Area ROP's Educational Services Department undergoes personnel expansion, the organization stands to gain invaluable support during the facilities transition. Mr. Deslaurier will primarily oversee the transition of the STAR Center to the new Educational Services Annex situated in C10. This newly established Annex will accommodate key personnel including the Assistant Principal-Pathways, Work-Based Learning Specialists, and Pathway Coordinator.

Mr. Deslaurier has a background in construction, logistics and facilities planning and is willing to provide services to Eden Area ROP based on this background.

Mr. Deslaurier will design, organize, oversee and execute the STAR Center and C10 facilities transition.

The attached is a copy of the agreement between William Deslaurier and the Eden Area ROP to provide facilities transition support for the 2023-2024 school year.

## **RECOMMENDATION**

---

It is recommended that the Governing Board approve the agreement with William Deslaurier for facilities transition support for the 2023-2024 school year.



# AGREEMENT FOR SERVICE 2023-2024

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

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and William Deslaurier (the "Service Provider) between April 1, 2024 through June 30, 2024

## Background:

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- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.
- C. William Deslaurier has a background in construction, logistics and facilities planning is willing to provide services to Eden Area ROP based on this background.

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

## Services Provided

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1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of but not limited to the following:
  - Design, organize, oversee and execute the STAR Center and C10 facilities transition

## Term of Agreement

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2. The term of this Agreement will be from April 2024 and will remain in full force and effect until June 2024, and not to exceed 100 total hours, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

## Performance

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

## Compensation

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4. Eden Area ROP will pay a fee to William Deslaurier for the Services based on \$95.00 per hour. This fee shall be payable monthly, at Net 30, upon invoicing of services.
5. Service Provider must submit an itemized invoice to Business Services which includes: dates, time and type of worked accomplished.

## Confidentiality

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

## Non-Competition

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

## Ownership of Materials

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

## Return of Property

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

## Assignment

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

## Capacity/Independent Contractor

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

## Modification of Agreement

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

## Notice

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

## Costs and Legal Expenses

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

## Time of the Essence

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

## Entire Agreement

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

## Limitation of Liability

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

## Indemnification

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19. The Service Provider agrees to hold harmless and indemnify Eden Area ROP and its Governing Board, officers, agents, and employees from any and all claims and losses accruing or resulting against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

## Inurement

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

## Currency

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

## Titles/Headings

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

## Gender

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

## Governing Law

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24. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of

California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

## Severability

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

## Waiver

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

## Additional Provisions

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

\_\_\_\_\_  
William Deslaurier, Service Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Blaine Torpey, Superintendent  
Eden Area ROP

\_\_\_\_\_  
Date

# **FUTURE MEETING DATES**



**DATE:** April 11, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Upcoming Eden Area ROP Governing Board Meeting Dates

**BACKGROUND**

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The Eden Area ROP Governing Board meets the first Thursday of every month (with the exception of January and July) and meetings begin promptly at 5:45 p.m. in the Eden Area ROP Boardroom in Building A, unless posted otherwise.

**CURRENT INFORMATION**

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Governing Board meetings begin promptly at 5:45 p.m. on the dates listed below:

Thursday, May 2, 2024	Regular Board Meeting
Friday, June 7, 2024 (1 <sup>st</sup> Friday at 5:45 pm)	Regular Board Meeting

**RECOMMENDATION**

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Information only