

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

# Thursday, August 4, 2022 5:45 pm

# **GOVERNING BOARD MEMBERS**

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

# MISSION STATEMENT

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



Regular Meeting of the ROP Governing Board

Date: Thursday, August 4, 2022

Time: 5:45 p.m.

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

Consistent with Assembly Bill 361, effective October 1, 2021, and the continued state of emergency (COVID-19), the Eden Area ROP Governing Board will continue to hold meetings via teleconferencing until further notice. The public is invited to participate via teleconference per the Zoom link below.

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

To observe the meeting by video conference, please click on <u>LINK</u> or go
 <a href="https://zoom.us/j/99397978944?pwd=anVST3pGRDF4MjRjOHJMOUJNR3NyUT09">https://zoom.us/j/99397978944?pwd=anVST3pGRDF4MjRjOHJMOUJNR3NyUT09</a> 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: <a href="https://support.zoom.us/hc/en-us/articles/201362663">https://support.zoom.us/hc/en-us/articles/201362663</a> -Joining-a-meeting-by-phone.

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

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

#### **AGENDA**

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

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

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

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

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Mission Statement
- V. Approval of Agenda
- VI. Action Items
  - A. Request the Governing Board to approve the Adoption of Resolution 1-22/23: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period August 4, 2022 through September 3, 2022 (pages 4-7)

#### 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 Comment Instructions:**

- When it is time for the speakers to address the Board, your name will be called and you will then be unmuted and allowed to make public comments.
- Speakers should rename their Zoom profile names to their real names to expedite this process.
- After the comment, the microphone for the speaker's Zoom profile will be muted.

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

#### VIII. Consent Calendar

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of June 16, 2022 (pages 8-14)
- B. Request the Governing Board to approve the Bill Warrants (pages 15-25)
- C. Request the Governing Board to approve the Personnel Action Items (pages 26-28)
- D. Request the Governing Board to approve the Listed Donations-Tiburcio Vasquez Health Center-Dental Department (page 29)
- E. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 30-31)
- F. Request the Governing Board to approve the Eden Area ROP Organization Chart for the 2022-2023 School Year (pages 32-33)

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- G. Request the Governing Board to approve the Agreement with Eide Bailly for Non-Capitalized Equipment and Fixed Assets Consulting Services for the 2022-2023 School Year (pages 34-43)
- H. Request the Governing Board to approve the Lease Agreement Addendum with L & M Investments for the Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from October 2022 through September 2024 (pages 44-51)
- I. Request the Governing Board to approve the Extension of Agreement with San Jose Charters, Inc. for Student Transportation Services from August 11, 2022 through November 18, 2022 (pages 52-53)
- J. Request the Governing Board to approve the Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for Adult Programs for the 2022-2023 School Year (pages 54-59)
- K. Request the Governing Board to approve the Agreement with Sonia Elgar for Business Services Support for the 2022-2023 School Year (pages 60-65)
- L. Request the Governing Board to approve the Ongoing Agreement with Infinite Campus for a District Feeder System Module for the High School Programs (pages 66-67)
- M. Request the Governing Board to approve the Contract with Chabot-Las Positas Community College District (CLPCCD) for Student Support Services for the 2022-2023 School Year (pages 68-69)

#### IX. Action Items

A. Request the Governing Board to approve the adoption of Resolution 2-22/23: Signature Card-Board Members, Resolution 3-22/23: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 4-22/23: Signature Card-Authorized Agents: Official Documents and Reports (pages 70-76)

## X. Superintendent's Report

#### XI. Governing Board Reports

#### XII. Recess to Closed Session

- A. Conference with Legal Counsel Anticipated Litigation (Pursuant Government Code Section 54956.9)
- B. Public Employee Performance Evaluation: Superintendent's Goals (Government Code Sec. 54957)

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

- A. Conference with Legal Counsel Anticipated Litigation (Pursuant Government Code Section 54956.9)
- B. Public Employee Performance Evaluation: Superintendent's Goals (Government Code Sec. 54957)

# XIV. Adjournment

# **ACTION ITEMS**



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

SUBJECT: Request the Governing Board to approve the Adoption of Resolution 1-

22/23: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period August 4,

2022 through September 3, 2022

## **BACKGROUND**

On September 16, 2021, AB 361 became law, allowing legislative bodies to meet virtually during a proclaimed state of emergency if any of the following apply:

- 1. State or local officials have imposed or recommended measures to promote social distancing,
- The purpose of the meeting is to determine, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or
- The legislative body has already determined that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

## **CURRENT SITUATION**

Public Schools in California are currently operating under mandates to maximize distancing as well as implement other safety measures to minimize the spread of COVID-19. Hosting an in-person meeting at this time would present imminent risks to the health and safety of attendees. Approving Resolution 1-22/23 would enable the Eden Area ROP to hold virtual Governing Board meetings.

## RECOMMENDATION

It is recommended that the Governing Board approve the Adoption of Resolution 1-22/23: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period August 4, 2022 through September 3, 2022.

# **Eden Area ROP RESOLUTION NO. 1-22/23**

Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period August 4, 2022 through September 3, 2022

**WHEREAS**, the Eden Area Regional Occupational Program (Eden Area ROP) is committed to preserving and nurturing public access and participation in meetings of the Governing Board; and

**WHEREAS**, all meetings of the Eden Area ROP's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), as amended by Assembly Bill 361, Chapter 165 of the Statutes of 2021, makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the Eden Area ROP's boundaries, caused by natural, technological, or human-caused disasters; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing or that the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, such conditions now exist in the county, specifically, a State of Emergency has been proclaimed by the Governor on March 4, 2020, based on an outbreak of respiratory illness due to COVID-19; and

**WHEREAS**, the World Health Organization, the United States Centers for Disease Control and Prevention, the State of California including the California Department of Public Health, and the Alameda County Public Health Department have recognized that the country, state, and county face a life-threatening pandemic caused by the COVID-19 virus:

Resolution No. 1-22/23: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period August 4, 2022 through September 3, 2022

**WHEREAS**, with the continuing presence of COVID-19, opening a physical meeting location to the public to hold in-person Governing Board meetings would present an imminent risk to the health and safety of attendees given that members of the public are not required to be vaccinated to attend Board meetings, and with limited staff members, it is impractical to check and enforce the mask mandate and other indoor COVID-19 health and safety protocols for members of the public; and

**WHEREAS**, the Governing Board does hereby find that the Governor's March 4, 2020, State of Emergency proclamation due to the continuing presence of COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the county that are likely to be beyond the control of services, personnel, equipment, and facilities of the Eden Area ROP, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Governing Board does hereby find that the legislative bodies of the Eden Area ROP, including any subsidiary bodies and committees created by action of the Board, shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

**WHEREAS**, to ensure the public has access to the Governing Board meetings on Zoom, the Eden Area ROP has posted and will continue to post the Zoom login information on its website and meeting agendas, and the public has and will continue to have the opportunity to provide live public comments during the Zoom meeting.

**NOW, THEREFORE**, The Governing Board of the Eden Area ROP hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the county, and opening a physical meeting location to the public to hold in-person Governing Board meetings would present an imminent risk to the health and safety of attendees due to the continuing presence of COVID-19.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of a State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The Superintendent and legislative bodies of the Eden Area ROP are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect August 4, 2022, and shall be effective until the earlier of (i) September 3, 2022, or such time the Governing Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Eden Area ROP may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 4<sup>th</sup> day of August 2022, by the following vote:

AYES:	
NOES:	

**ABSTENTIONS:** 

**ABSENT:** 

Blaine Torpey ROP Governing Board Clerk, Eden Area ROP Alameda County, State of California



# Minutes of the Regular Meeting of the ROP Governing Board June 16, 2022

#### I. Call to Order

Juan Campos, Board President, called the meeting to order at 5:45 p.m. on Thursday, June 16, 2022. Due to COVID-19 all Board members and attendees attended the meeting virtually via Zoom.

#### II. Roll Call

Eden Area ROP Governing Board Members Present:

Juan Campos, PresidentSan Lorenzo USDJames Aguilar, Vice-PresidentSan Leandro USDGary Howard, MemberCastro Valley USDGabriel Chaparro, MemberHayward USD

Eden Area ROP Superintendent/Clerk of the Board Present:

Linda Granger

Eden Area ROP Administrators Present:

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

Eden Area ROP Staff Present:

Gabriela Juarez Executive Assistant

Others Present:

Blaine Torpey Principal, Castro Valley High School

#### III. Pledge of Allegiance

Anthony Oum led the Pledge of Allegiance.

#### IV. Mission Statement

Craig Lang read the Eden Area ROP mission statement.

#### V. Approval of Agenda

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

AYES: 4 (Aguilar, Campos, Chaparro, Howard)

NOES: 0 ABSTAIN: 0 ABSENT: 0

## VI. Action Items

A. Request the Governing Board to approve the Adoption of Resolution 20-21/22: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period June 16, 2022 through July 16, 2022

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Gabriel Chaparro the Governing Board approved the adoption of Resolution 20-21/22: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period June 16, 2022 through July 16, 2022.

AYES: 4 (Aguilar, Campos, Chaparro, Howard)

NOES: 0 ABSTAIN: 0 ABSENT: 0

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

None

#### VIII. Consent Calendar

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

- A. Minutes of the Special Governing Board Meeting of May 2, 2022
- B. Minutes of the Regular Governing Board Meeting of May 5, 2022
- C. Minutes of the Special Governing Board Meeting of May 6, 2022
- D. Minutes of the Special Governing Board Meeting of May 9, 2022
- E. Bill Warrants
- F. Personnel Action Items
- G. Donations Received for the Eden Area ROP Garden for the 2021-2022 School Year
- H. Receipt of the Career Technical Education Incentive Grant (CTEIG) Funds
- I. Acceptance and the Expense of Funds from Chabot College for Work-Based Learning Services for the 2021-2022 School Year
- J. Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for the 2021-2022 School Year
- K. Subaward Agreement with California State University East Bay for the South Hayward Promise Neighborhoods Program (HPN) for the 2022 Calendar Year
- L. Amended MOU with the Tri-Valley ROP for Pathway Coordination under the K12 Strong Workforce Program from March 2020 through December 2022
- M. Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2022-2023 School Year
- N. Agreement with Blackboard for Website Hosting Services for the 2022-2025 School Years
- O. Agreement with Abraham Hill for Direct Support Professional Training for the 2022-2023 School Year
- P. Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2022-2023 School Year
- Q. Agreement with Ellen Faryna for Direct Support Professional Training for the 2022-2023 School Year
- R. Agreement with Evan Goldberg for Consulting Services for the 2022-2023 School Year
- S. Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2022-2023 School Year
- T. Contract with Race-Work, LLC for Racial Equity Work Services for the 2022-2023 School Year
- U. MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2022-2023 School Year

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Trustee James Aguilar seconded the motion.

AYES: 4 (Aguilar, Campos, Chaparro, Howard)

NOES: 0 ABSTAIN: 0 ABSENT: 0

#### IX. Information Items

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

Linda Granger, Superintendent, shared the Superintendent's evaluation timeline for the 2022-2023 school year.

#### X. Action Items

# Open Public Hearing for the Eden Area ROP Adopted Budget for the 2022-2023 Fiscal Year

Trustee Juan Campos, Board President, opened the public hearing at 5:51 p.m. for the Eden Area ROP adopted budget for the 2022-2023 fiscal year to recognize the ROP funds and the use of them in 2022-2023. The Board solicited comments from the public on the budget. No one from the public responded and thus the public hearing was closed.

#### **Close Public Hearing**

The public hearing was closed at 5:51 p.m.

# A. Request the Governing Board to approve the Adopted Budget for the 2022-2023 Fiscal Year

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Gabriel Chaparro the Governing Board approved the adopted budget for the 2022-2023 fiscal year.

AYES: 4 (Aguilar, Campos, Chaparro, Howard)

NOES: 0 ABSTAIN: 0 ABSENT: 0

# B. Request the Governing Board to approve the Appointment of the Superintendent and the Superintendent's Employment Agreement

Upon review of and a motion by Trustee Gabriel Chaparro and a second by Trustee Gary Howard the Governing Board approved the appointment of the Superintendent and the Superintendent's employment agreement.

AYES: 4 (Aguilar, Campos, Chaparro, Howard)

NOES: 0 ABSTAIN: 0 ABSENT: 0

# 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 James Aguilar 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: 4 (Aguilar, Campos, Chaparro, Howard)

NOES: 0 ABSTAIN: 0 ABSENT: 0

# D. Request the Governing Board to approve the adoption of Resolution 21-21/22: Retirement: Marlene McDowell

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Gabriel Chaparro the Governing Board approved the adoption of Resolution 21-21/22: Retirement: Marlene McDowell.

AYES: 4 (Aguilar, Campos, Chaparro, Howard)

NOES: 0
ABSTAIN: 0
ABSENT: 0

# E. Request the Governing Board to approve the Eden Area ROP Bell Schedule and New Start Time

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Gabriel Chaparro the Governing Board approved the Eden Area ROP bell schedule and new start time.

AYES: 4 (Aguilar, Campos, Chaparro, Howard)

NOES: 0 ABSTAIN: 0 ABSENT: 0

# F. Request the Governing Board to approve the 2022-2023 High School Student Calendar

Upon review of and a motion by Trustee Gary Howard and a second by Trustee James Aguilar the Governing Board approved the 2022-2023 high school student calendar.

AYES: 4 (Aguilar, Campos, Chaparro, Howard)

NOES: 0 ABSTAIN: 0 ABSENT: 0

# G. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2022-2023 School Year

The Eden Area ROP Governing Board meetings are held every first Thursday of the month at 5:45 pm, unless otherwise noted. The Superintendent discussed with the Board scheduling conflicts in December, April and June for the 2022-2023 regular Board meetings schedule. She provided several options for the Board to select from to resolve each conflict.

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

- Monday, December 5, 2022 at 5:45 pm
- Thursday, April 13, 2023 at 5:45 pm
- Friday, June 9, 2023 at 5:00 pm

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Gabriel Chaparro the Governing Board approved adoption the calendar of Governing Board meetings for the 2022-2023 school year.

AYES: 4 (Aguilar, Campos, Chaparro, Howard)

NOES: 0 ABSTAIN: 0 ABSENT: 0

#### H. Request the Governing Board to approve the Revised Salary Schedules

Upon review of and a motion by Trustee Gary Howard and a second by Trustee James Aguilar the Governing Board approved the revised salary schedules.

AYES: 4 (Aguilar, Campos, Chaparro, Howard)

NOES: 0 ABSTAIN: 0 ABSENT: 0

# I. Request the Governing Board to approve the Addition of a Longevity Step to Specified Salary Schedules: Chart 1, Chart 2B and Chart 2C

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Gary Howard the Governing Board approved the addition of a longevity step to specified salary schedules: Chart 1, Chart 2B and Chart 2C.

AYES: 4 (Aguilar, Campos, Chaparro, Howard)

NOES: 0 ABSTAIN: 0 ABSENT: 0

## XI. Superintendent's Report

Superintendent Granger provided her last Superintendent's report to the Governing Board. She began by stating that it was an honor to work with this Governing Board team and that she could not express how much she appreciated their dedication to the students of the Eden Area ROP and the Eden Area ROP mission. She whole heartedly appreciated the Board's understanding of the role career technical education (CTE) plays in high school students' development. Through CTE, students are able to identify their first career or even eliminate an option, which is equally as important, for their future endeavors.

Superintendent Granger continued her report by sharing recent student accomplishments which included:

 A former First Responder student will start the San Francisco Fire Academy in the fall

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- Four high school Medical Careers students that recently graduated are participating in externships in health care settings
- Three Welding students, straight out of high school, were hired with starting wages between \$24-\$28 an hour
- Three adult Electrical program students were just hired by Helix
- BITA recognized our Construction Technology Instructor, Bill Deslaurier, for his
  positive impact and the value he provides our students in preparing them for the
  work world

She highlighted that what ROP does for students is pretty amazing because it really impacts their ability to take that next step beyond high school and start them on the path to their first careers.

Superintendent Granger noted that at our last board meeting ROP staff had submitted its first applications to the UC system for honors distinction. The UC system has approved the Culinary Science and Medical Careers programs as honors programs. She is excited of what the honors label signifies in terms of how the world views career technical education (CTE) and changing the perception that CTE is for students who are not going to college. She is excited for this first step and looks forward to continue submitting, on behalf of the districts, these opportunities for UC consideration of honors distinction for other CTE programs.

## XII. Governing Board Reports

Trustee Gary Howard, Castro Valley USD representative, thanked Superintendent Granger for her dedication to the Eden Area ROP and its students. He noted that this was a particularly poignant time for him as he was on Superintendent Granger's first Board and now a member of her last Board. He thanked her for all the work she did to expand the Eden Area ROP and put the ROP on firm footing.

Trustee Juan Campos, San Lorenzo USD representative, welcomed Superintendent Granger's successor, Blaine Torpey, and noted that he looks forward to continuing the work.

Trustee Campos also thanked Superintendent Granger for everything that she has done. He also thanked each and every staff member for all their hard work and dedication during this crazy and challenging school year. He is optimistic that the 2022-2023 school year will be an opportunity for a fresh start.

#### XIII. Recess to Closed Session

The meeting was called into closed session at 6:34 p.m.

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

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

The meeting resumed to open session at 7:18 p.m.

#### Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)

Board President, Juan Campos, reported that the Board has given direction to legal

**Page 7** - Minutes of the Regular ROP Governing Board Meeting June 16, 2022 counsel.

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

Board President, Juan Campos, announced that no action was taken.

## XV. Adjournment

The Governing Board meeting was adjourned in honor of Linda Granger's last Board meeting as Superintendent of the Eden Area ROP. The Governing Board presented Superintendent Granger with a plaque acknowledging her 10 years of service as the Superintendent and noted that it was fortunate that she will continue on as staff to assist in the transition of the new Superintendent.

Board President, Juan Campos, shared that it is going to be hard to replace Superintendent Granger's leadership, but that he along with the Board are excited that Blaine Torpey will continue the great work especially with her guidance.

President Campos stated that he was so proud of the transformation of the Eden Area ROP from when Superintendent Granger started through today. His only regret was he wished he had work together longer. However, he highlighted the time shared as a team was amazing and a wonderful learning experience. Superintendent Granger was a great mentor, a great leader, and he deeply appreciated her hard work during her superintendency.

Superintendent Granger thanked the Board and the organization. She shared that as this was her final chapter in this role, she could not have had a better group of people to work with especially as the last year has been the most challenging year in education and probably in our lifetime. Through the pandemic and everything the Board has been amazing. She hopes the Board continues to be amazing advocates for career technical education.

The meeting adjourned at 7:22 p.m.
Approved by the Eden Area ROP Governing Board
Linda Granger, Superintendent/Clerk to the Eden Area ROP Governing Board



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Sabrina Ubhoff, Accounting Technician

SUBJECT: Request the Governing Board to approve the Bill Warrants

# **CURRENT SITUATION**

The bill warrants submitted for approval are for the period of May 26, 2022 through July 14, 2022 and include test warrant numbers and voided warrants.



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Mercedes Henderson, Human Resources Administrator

SUBJECT: Request the Governing Board to approve the Personnel Action

**Items** 

# **CURRENT SITUATION**

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



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Craig Lang, Director of Adult Programs

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

Tiburcio Vasquez Health Center-Dental Department

# **BACKGROUND**

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

# **CURRENT SITUATION**

During July 2022, Tiburcio Vasquez Health Center (TVHC) had used equipment from their Dental department and wanted to donate to Eden Area ROP. TVHC donated single tim flexible disposable applicators (30 containers), Tuttnauer sterilizer, Ultra Clave Peri-Pro III X-ray processor, and X-ray viewers (4) to the Eden Area ROP.

A letter of acceptance will be sent to the donor.



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

Education Code 35186 (d) requires the following:

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

## **CURRENT SITUATION**

Attached is a report for the complaints and resolutions through July 1, 2022 as specified by Education Code 35186 (d).



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

# **QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS**

[Education Code 35186 (d)]

Report	through: <u>July 1, 2022</u>	
District:	_	Eden Area Regional Occupational Program
Person	completing this form:	Gabriela Juarez
Title:	_	Superintendent's Executive Assistant
	y Report Submission (check one) <del>:</del> Ily 1, 2022	→ ☐ January ☐ April ☑ July ☐ October
Date for	information to be reported public	cly at the Governing Board meeting: <u>August 4, 2022</u>
Please c	heck the box that applies:	
$\boxtimes$	No complaints were filed with an	y school in the district during the quarter indicated above.
	·	els in the district during the quarter indicated above. The ature and resolution of these complaints.

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

Publicly reported at the Governing Board meeting on: August 4, 2022	
Blaine Torpey, Superintendent	



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

SUBJECT: Request the Governing Board to approve the Eden Area

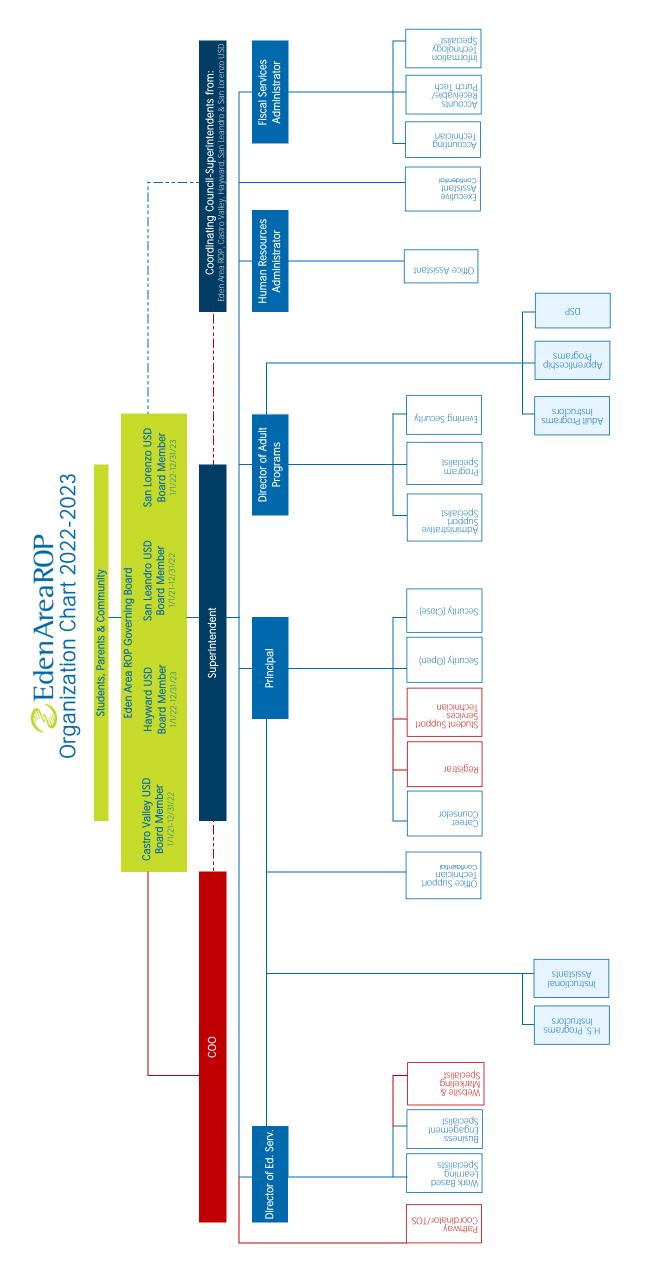
ROP Organization Chart for the 2022-2023 School Year

# **BACKGROUND**

The attached organization chart outlines the structure of the Eden Area ROP Administrative, Adult Programs, Business Services and Educational Services Departments for the 2022-2023 school year.

# **CURRENT SITUATION**

The new chart reflects current changes to the organization. Changes are reflected in red.





TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Anthony Oum, Fiscal Services Administrator

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

Bailly for Non-Capitalized Equipment and Fixed Assets Consulting

Services for the 2022-2023 School Year

## **BACKGROUND**

Annually, the Eden Area ROP is required to track non-capitalized equipment (i.e., Object 4400 – Non-Capitalized Equipment) and fixed assets (i.e., Objects 6100 – Sites & Improvement of Sites, 6200 – Buildings & Improvement of Buildings, 6400 – Equipment Capital Purchase and 6500 – Equipment Replacement Capital Purchase).

## **CURRENT SITUATION**

An area that requires to be completed for the Eden Area ROP's annual audit is to develop a schedule of fixed assets with historical cost, depreciation expense and accumulated depreciation. Eide Bailly will assist the Eden Area ROP to develop said schedule and modernize our tracking of fixed assets.



**CPAs & BUSINESS ADVISORS** 

May 25, 2022

Anthony Oum Eden Area Regional Occupational Program 26316 Hesperian Blvd Hayward, California 94545

This Agreement addresses the objective, scope, approach, conditions, report, limitations, warranty and other provisions relating to the fixed asset consulting that Eide Bailly LLP ("we") will provide to Eden Area Regional Occupational Program ("you" or "the Company").

## **Objective and Scope**

The objective of the study is to provide fixed asset consulting services as requested by you. Our services will remain advisory in nature.

The scope will be to update the 2021 Fixed Asset Rollforward workpaper. We will account for additions, disposals, and depreciation for the current year.

# **Engagement Team**

Your Eide Bailly engagement leaders are as follows; Mark Rogers will serve as engagement Principal; Ellen Thomas Evans will serve as engagement Manager. In addition to these engagement leaders, your team will include Certified Public Accountants, construction managers and other fixed asset specialists, as appropriate.

## **Documentation and Quality Assurance**

The process of accumulating the needed information for us to do the study would begin upon receiving your approval of the study as stated in this Agreement. The cooperation of your personnel is imperative for timely completion of the study. We will make best efforts to meet expected completion dates and tax deadlines.

You are responsible for assuming all management responsibilities, and for overseeing any services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

It is our policy to keep records related to this engagement for eight years. However, we do not keep any of your original records, so we will return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. By signing this engagement letter, you agree that upon the expiration of the eight-year period, we are free to destroy our records related to this engagement.

## **Fees**

Our fees for the services under this Agreement will be based on our hourly rates for this type of work. Based on our experience and the information received to date, the fee will be \$300 per hour with a fee cap of \$1,200.

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Work outside of the Objective and Scope stated above will be \$300 per hour and will be executed only at your sole discretion.

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

Should our relationship terminate before the study is completed you will be billed for reasonable services to the date of termination. Invoices are due Net 30 upon receipt. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

You will agree to provide the information necessary to complete the study in a timely manner. If the information provided is incomplete, inaccurate or not provided timely, or if during the study it is discovered that additional time is warranted due to unforeseen or unforeseeable circumstances, the scope of the study may change requiring additional fees and/or the warranty provisions stated later in this agreement to be adjusted. Any such change will be discussed with you as soon as its presence becomes known to us.

We will not verify the accuracy of cost data or the date the building was placed in service, and we will not verify proof of expenditures made giving you the right to depreciate the building costs. If any such data provided to us turns out to be materially inaccurate or unsubstantiated, the warranty provisions of this agreement may be voidable by us.

Should you be audited by the Internal Revenue Service and your depreciation based upon this consulting becomes an issue, we shall provide up to twelve hours of representation before the IRS for this study, at your request, for no additional charge.

Should you request additional services or representation during a tax examination or audit, those services would be provided under a separate agreement. Unless you request, the fixed asset study will not be changed or updated for subsequent changes or modifications to the law and regulations or the judicial and administrative interpretations thereof.

## **Dispute Resolution**

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

#### Mediation

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

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in the Minneapolis office of Eide Bailly or the Eide Bailly office from which the study originated.

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

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

#### Governing Law and Venue

We both agree to submit any unresolved Dispute to trial by a federal or state court venued in County of Alameda, California. This agreement shall be governed by and construed in accordance with the laws of the State of California (regardless of the laws that might be applicable under the principles of conflict of law) as to all matters including without limitation, matters of validity, construction, effect, and performance.

## **Limitation of Damages and No Punitive Damages**

The exclusive remedy available to you in any adjudication proceeding shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement and/or under applicable professional standards, such damages will be limited to no more than two times fees paid under this agreement. In no event shall we be liable to you for any punitive or exemplary damages, or for attorneys' fees.

#### **Time Limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that, notwithstanding any statute of limitations that might otherwise apply to a Dispute, it is reasonable that you may not bring any legal proceeding against us unless it is commenced within twenty-four (24) months ("Limitation Period") after the first tax return is filed reflecting the basis allocations from this engagement, regardless of whether we do other services for you or that may relate to the fixed asset report.

The Limitations Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

# Indemnity

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

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

# **Assignments Prohibited**

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

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# **Agreement and Acceptance**

If the arrangements outlined in this Agreement meet with your approval, please indicate your acceptance by signing this letter in the space provided below and returning this Agreement to us. Should you have any questions or require additional information, please do not hesitate to call.

We appreciate the opportunity to serve you and look forward to working with you on this engagement.

EIDE BAILLY LLP

Mark Rogers Principal

Agreed and Accepted By: Eden Area Regional Occupation Programs

DocuSigned by:		
	6/24/2022	
Name	Date	

# **DocuSign**

Status: Completed

4310 17th Ave. S.

Fargo, ND 58103

Sent: 6/1/2022 10:23:51 AM

Viewed: 6/24/2022 3:00:20 PM

Signed: 6/24/2022 3:01:20 PM

**Timestamp** 

Sent: 6/1/2022 10:23:52 AM

**Timestamps** 

**Certificate Of Completion** 

Envelope Id: F815116373AC4A79AF811841309C9DCD

Subject: Please DocuSign: Eden Area ROP - Fixed Asset Consulting Engagement Letter.pdf

Source Envelope:

Document Pages: 4 Signatures: 1 Envelope Originator:

Certificate Pages: 5 Initials: 0 Erica Le

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada) ele@eidebailly.com

IP Address: 63.233.88.226

**Record Tracking** 

Status: Original Holder: Erica Le Location: DocuSign

DocuSigned by:

) 3BD398E6FC437...

6/1/2022 10:23:04 AM ele@eidebailly.com

Signer Events Signature Timestamp

Anthony Oum aoum@edenrop.org

Security Level: Email, Account Authentication

(None)

Signature Adoption: Drawn on Device Signed by link sent to aoum@edenrop.org

Using IP Address: 206.110.252.122

**Electronic Record and Signature Disclosure:** 

Accepted: 6/24/2022 3:00:20 PM ID: 4d08a04f-0c4a-49d4-92d1-c725aefd44c0

Company Name: Eide Bailly LLP

In Person Signer Events Signature Timestamp

Editor Delivery Events Status Timestamp

**Status** 

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

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Ellen Thomas Evans

ethomasevans@eidebailly.com

**Agent Delivery Events** 

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

**Envelope Summary Events** 

Witness Events Signature Timestamp

Notary Events Signature Timestamp

**Status** 

Envelope Sent Hashed/Encrypted 6/1/2022 10:23:52 AM
Certified Delivered Security Checked 6/24/2022 3:00:20 PM
Signing Complete Security Checked 6/24/2022 3:01:20 PM
Completed Security Checked 6/24/2022 3:01:20 PM

39

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

#### **CONSUMER DISCLOSURE**

From time to time, Eide Bailly LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the æI agreeÆ button at the bottom of this document.

# Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

## Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ôWithdraw Consentö form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

## All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

# How to contact Eide Bailly LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: salesforcehelpdesk@eidebailly.com

## To advise Eide Bailly LLP of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at salesforcehelpdesk@eidebailly.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

# To request paper copies from Eide Bailly LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to salesforcehelpdesk@eidebailly.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with Eide Bailly LLP

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to salesforcehelpdesk@eidebailly.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

## Required hardware and software

Operating Systems:	Windows2000¬ or WindowsXP¬
Browsers (for SENDERS):	Internet Explorer 6.0¬ or above
Browsers (for SIGNERS):	Internet Explorer 6.0¬, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	<ul> <li>ò Allow per session cookies</li> <li>ò Users accessing the internet behind a Proxy Server must enable HTTP</li> <li>1.1 settings via proxy connection</li> </ul>
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<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

# Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the æI agreeÆ button below.

By checking the &I AgreeÆ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Eide Bailly LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Eide Bailly LLP during the course of my relationship with you.



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Craig Lang, Director of Adult Programs

SUBJECT: Request the Governing Board to approve the Lease Agreement

Addendum with L & M Investments for the Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from

October 2022 through September 2024

# **BACKGROUND**

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

## **CURRENT SITUATION**

To continue providing services, the Eden Area ROP recommends that we continue to lease the Turlock facility to provide electrical training to adults. The original agreement was approved by the Governing Board on June 4, 2021. Attached is a copy of the original lease agreement and the addendum between L & M Investments and the Eden Area ROP for the property located at:

2430 Acme Court, Turlock, CA 95380

The addendum will extend the lease agreement from October 1, 2022 to September 30, 2024.



# **COMMERCIAL LEASE AGREEMENT**

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

_	L & M Investments ("Landlord") and Eden Area ROP
_	
٦.	PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as:  2480 Acme Court, Turlock, CA ("Premises"), which
	comprise approximately 50 % of the total square footage of rentable space in the entire property. See exhibit for a further
	description of the Premises.
2.	TERM: The term begins on (date) October 2021 ("Commencement Date") (Check A or B):
	A. Lease: and shall terminate on (date) September 30, 2022 at 11:59 AM PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.  B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other a least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.  C. RENEWAL OR EXTENSION TERMS: See attached addendum
2	BASE RENT:
A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY:)    V   (1) \$ 1800.00	
	reflects the CPI.
	ightharpoonup (3) \$ and ending and ending and
	\$ per month for the period commencing and ending
	<ul> <li>(4) In accordance with the attached rent schedule.</li> <li>(5) Other:</li> <li>B. Base Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the next day.</li> <li>C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.</li> </ul>
<ul> <li>4. RENT:</li> <li>A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except secuble.</li> <li>B. Payment: Rent shall be paid to (Name)</li> <li>L &amp; M Investments</li> </ul>	
	P.O. Box 3066, Turlock, CA 95381 , or at any other
	location specified by Landlord in writing to Tenant.  C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
5,	EARLY POSSESSION: Tenant is entitled to possession of the Premises on
	If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.
6.	SECURITY DEPOSIT:
	A. Tenant agrees to pay Landlord \$ as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion
	as the increase in Base Rent.  B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.  C. No interest will be paid on security deposit, unless required by local ordinance.
	ndlord's Initials (
	REVISED 12/15 (PAGE 1 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

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Pre	emises: 2480 Acme Court, Turlock, CA 95380			Date _/	April 15, 2021
7.	PAYMENTS:				
		TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A.	Rent: From 10/1/2021 To 9/30/2022	\$_1800.00/month	\$		
В.	Date Date Security Deposit	\$	\$		
C.	Other:Category	\$	\$	\$	
	Other:Category	\$	_ \$	\$	
	Category Total:			\$	
	PARKING: Tenant is entitled to to parking [v] is is not included in the Base R an additional \$ per r campers, buses or trucks (other than pick-up to leaking oil, gas or other motor vehicle fluids structured by vehicles is not allowed in parking space(s) or elements.	unreser lent charged pursuant month. Parking space rucks). Tenant shall p hall not be parked in lsewhere on the Prem	ved and	reserved veh ncluded in the Base Rent, arking operable motor vehi (s) only. Parking space(s) he Premises. Mechanical	nicle parking spaces. The righ the parking rental fee shall be cles, except for trailers, boats are to be kept clean. Vehicles
	ADDITIONAL STORAGE: Storage is permitted The right to additional storage space is storage space shall be an additional storage space shall persishable goods, flammable materials, explose clean-up of any contamination caused by Tenar LATE CHARGE; INTEREST; NSF CHECKS: To incur costs and expenses, the exact amount limited to, processing, enforcement and account received by Landlord within 5 calendar shall be a late charge, pludeemed additional Rent. Landlord and Tenant areason of Tenant's late or NSF payment. Any Landlord's acceptance of any late charge or NSI or NSF fee shall not be deemed an extension or remedies under this agreement, and as provide	is not included in the per metals which another has an sives, or other dange of the storage from the storage from the storage from the storage from the storage and ladays after date due, as 10% interest per an agree that these charge late charge, delinque free shall not constituted the storage that is due the storage the state storage s	nonth. Tenant shall storm y right, title, or interest, rous or hazardous mat e area. hat either late payment ely difficult and impract ate charges imposed or or if a check is return num on the delinquent ges represent a fair and ent interest, or NSF fee ute a waiver as to any d	e only personal property the Tenant shall not store any terial. Tenant shall pay for of Rent or issuance of a Nitical to determine. These of Landlord. If any installmented NSF, Tenant shall paramount and \$25.00 as a Noreasonable estimate of the due shall be paid with the lefault of Tenant, Landlord's	nat Tenant owns, and shall no y improperly packaged food o r, and be responsible for, the SF check may cause Landlord costs may include, but are no int of Rent due from Tenant is pay to Landlord, respectively NSF fee, any of which shall be e costs Landlord may incur by e current installment of Rent is right to collect a Late Charge
11.	<b>CONDITION OF PREMISES:</b> Tenant has example following exceptions:	mined the Premises			
	Items listed as exceptions shall be dealt with in	the following manner			<del> </del>
12.	ZONING AND LAND USE: Tenant accepts the makes no representation or warranty that Prem regarding all applicable Laws.				
13.	TENANT OPERATING EXPENSES: Tenant ag	rees to pay for all utili	ties and services directl	ly billed to Tenant	
14.	PROPERTY OPERATING EXPENSES:  A. Tenant agrees to pay its proportionate shar area maintenance, consolidated utility and se to the total square footage of the rentable sp	ervice bills, insurance,	and real property taxes,	based on the ratio of the s	quare footage of the Premises
OR	B. (If checked) Paragraph 14 does not appl	ly.			
15.	USE: The Premises are for the sole use as  No other use is permitted without Landlord's pr				
16.	property insurance, Tenant shall pay for the incr RULES/REGULATIONS: Tenant agrees to cor any time posted on the Premises or delivered annoy, endanger, or interfere with other tenan limited to, using, manufacturing, selling, storing	mply with all rules an to Tenant. Tenant sh ts of the building or	d regulations of Landlo all not, and shall ensu neighbors, or use the l	ord (and, if applicable, Ow re that guests and license Premises for any unlawful	rner's Association) that are at les of Tenant do not, disturb, purposes, including, but not
17.	waste or nuisance on or about the Premises.  MAINTENANCE:  A. Tenant OR (If checked, Landlord) sha water systems, if any, and keep glass, wind the Premises, Landlord may contract for or B. Landlord OR (If checked, Tenant) shall	ows and doors in ope perform such mainten	rable and safe condition ance, and charge Tena	n. Unless Landlord is checl nt for Landlord's cost.	ked, if Tenant fails to maintain
	Landlord's Initials () ()	)	Tenant's In	itials () (	

	repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient
24	notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.  SIGNS: Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 9
21,	(or) day period preceding the termination of the agreement.
22.	SUBLETTING/ASSIGNMENT: Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord and application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord' consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23.	POSSESSION: If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or) calendar days after the agreed Commencement Date, Tenant may terminate this agreement be giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24.	TENANT'S OBLIGATIONS UPON VACATING PREMISES: Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys of opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and persons property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (vacate Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)
	All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord mannevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25.	BREACH OF CONTRACT/EARLY TERMINATION: In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and
20	Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26.	DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or othe casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. It Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate that agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of a act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damages from Tenant.
27.	HAZARDOUS MATERIALS: Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property o which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course o Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost o removal and remediation, or any clean-up of any contamination caused by Tenant.
28.	CONDEMNATION: If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures belong to Landlord.
	INSURANCE: Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ and (ii property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenan is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenan release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.
	Landlord's Initials () Tenant's Initials () ()
CL	REVISED 12/15 (PAGE 3 of 6)
	COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)  FOUL HOLESON 47 FOUL HOLESON 47

18. ALTERATIONS: Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide

19. GOVERNMENT IMPOSED ALTERATIONS: Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord

20. ENTRY: Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed

Premises: 2480 Acme Court, Turlock, CA 95380

Landlord with lien releases from any contractor performing work on the Premises.

shall be responsible for any other alterations required by Law.

Date April 15, 2021

- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE): Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER: Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION: This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS: Landlord states that the Premises has, or has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises has, or has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

#### 35. DISPUTE RESOLUTION:

- A. MEDIATION: Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES: (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
  - (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filling or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.15 applies. The filling of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
  - (3) BROKERS: Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

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

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

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

Tenant			Date	
(Print name	)			
		City	State	Zip
Tenant	· · · · · · · · · · · · · · · · · · ·		Date	
(Print name	)			
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which is success attorney Landlord this Agr	NTEE: In consideration of the execution of this Ags hereby acknowledged, the undersigned ("Guarators and assigns, the prompt payment of Rent or oth fees included in enforcing the Agreement; (ii) considered and Tenant; and (iii) waive any right to require Leement before seeking to enforce this Guarantee.	antor") does hereby: (i) guarantee und er sums that become due pursuant to this ent to any changes, modifications or alter andlord and/or Landlord's agents to proce	conditionally to Landlord as s Agreement, including any rations of any term in this A sed against Tenant for any	and Landlord's agents and all court costs and Agreement agreed to by
Gua	arantor (Print Name)arantor		Date	
Add	lress	City	State	Zip
Tele	ress	E-mail		
Landlord	grees to rent the Premises on the above terms a		Date <u>-4</u>	16-21
	(owner or agent with authority to enter into this agree P.O. Box 766			
Address	F.O. BOX 7 00	City_Turlock		
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REA a sub	ished and Distributed by: L ESTATE BUSINESS SERVICES, INC. bsidiary of the California Association of REALTORS® South Virgil Avenue, Los Angeles, California 90020	Reviewed by Date		FQUAL FIGURENCE
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CL REVISED 12/15 (PAGE 6 of 6)

## Addendum "A" to lease Agreement Dated April 15, 2021

By and between:	(Lessor) (Lessee)	L & M Investments Eden Area ROP
International		
Property Address:		2480 Acme Court Turlock, CA
years from October 1, 20	22 through Se onth and Octol	tioned lease for an additional two eptember 30, 2023 with rent per 1, 2023 through September 30, onth.
All terms and conditions lease addendum as well.		nentioned lease will apply to this
Lessor and Lessee have lagreement with the above		cribed their names below in
L & M Investments	Eden	a Area ROP
Date		Date



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent PREPARED BY: Manuschka Michaud, Principal

SUBJECT: Request the Governing Board to approve the Extension of

Agreement with San Jose Charters, Inc. for Student Transportation

Services from August 11, 2022 through November 18, 2022

#### **BACKGROUND**

The Eden Area ROP's Governing Board approved the contract with San Jose Charters on September 4, 2021.

#### **CURRENT SITUATION**

To continue providing services, the Eden Area ROP recommends that we continue to contract with San Jose Charters, Inc. for transportation services for students with member districts. When member districts are unable to meet the bussing needs for center programs, the Eden Area ROP contracts with an outside vendor for bussing services.

The original agreement was approved by the Governing Board on September 4, 2021. Attached is a copy of the extension of agreement between San Jose Charters and the Eden Area ROP.

The amendment will extend the contract agreement from August 11, 2022 through November 18, 2022.

#### CONSENT CALENDAR

## **Extension Of Agreement**

San Jose Charters, Inc.

Ву



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Craig Lang, Director of Adult Programs

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

Elgar for Purchasing and Accounts Receivable Services for Adult

Programs for the 2022-2023 School Year

#### **BACKGROUND**

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

#### **CURRENT SITUATION**

The Administrative Support Specialist and Program Specialist are transitioning to the Orbund student information system (SIS) this year. During the time while adult classes were still running, both positions had to manage the old system as back up while transitioning to the new SIS. As the end of the fiscal year is approaching, there are accounting and accounts receivable work that needs to be completed. The attached agreement is our working agreement with independent contractor, Sonia Elgar, for 2022-2023 school year. Sonia has supported the business department in the past when we have had staff out on leave, and/or for department's special projects.

#### **CONSENT CALENDAR**



## **AGREEMENT FOR SERVICE 2022-2023**

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

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Sonia Elgar (the "Service Provider) between July 1, 2022 through June 30, 2023

## Background:

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

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

#### Services Provided

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

## Term of Agreement

2. The term of this Agreement will begin on July 1, 2022 and will remain in full force and effect until June 30, 2023, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

#### Performance

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

## Compensation

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

## Confidentiality

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

### Non-Competition

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

## Ownership of Materials

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

## Return of Property

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

### **Assignment**

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

## Capacity/Independent Contractor

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

## Modification of Agreement

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

#### Notice

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

## Costs and Legal Expenses

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

#### Time of the Essence

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

## **Entire Agreement**

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

## Limitation of Liability

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

#### Indemnification

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

#### Inurement

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

## Currency

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

## Titles/Headings

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

#### Gender

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

## **Governing Law**

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

## Severability

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

#### Waiver

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

## **Additional Provisions**

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

Sonia Elgar, Service Provider	Date
Craig Lang, Eden Area ROP Director of Adult Programs	Date



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Anthony Oum, Fiscal Services Administrator

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

Elgar for Business Services Support for the 2022-2023 School Year

#### **BACKGROUND**

Business Services has a need to reconcile fiscal activities in preparation for fiscal year end.

#### **CURRENT SITUATION**

The attached agreement is our working agreement with independent contractor, Sonia Elgar, for the 2022-2023 school year. Sonia has supported the business department and adult education in the past when we have had staff out on leave, and/or for department's special projects.

#### **CONSENT CALENDAR**



## **AGREEMENT FOR SERVICE 2022-2023**

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

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Sonia Elgar (the "Service Provider) between July 1, 2022 through June 30, 2023

## Background:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.
- C. Sonia Elgar has a background in Administration, Accounting, Budget, Auditing, Receivable, and Purchasing and is willing to provide services to Eden Area ROP based on this background.

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

#### Services Provided

- 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:
  - Reconciliation of prior and current revenue accruals
  - Carryforward unearned revenue for grants and other restricted funding that crosses FYs
  - Clear TRC errors experienced at FY 2022-2023 Adopted Budget and those anticipated at FY 2021-2022 Unaudited Actuals
  - Train Account Receivable Technician for fiscal year end activities

## Term of Agreement

2. The term of this Agreement will be from July 2022 and will remain in full force and effect until September 15, 2022, and not to exceed 176 total hours, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

#### Performance

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

## Compensation

- 4. Eden Area ROP will pay a fee to Sonia Elgar for the Services based on \$80.00 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

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

## Non-Competition

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

## Ownership of Materials

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

## Return of Property

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

## **Assignment**

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

## Capacity/Independent Contractor

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

## Modification of Agreement

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

#### Notice

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

## Costs and Legal Expenses

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

#### Time of the Essence

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

### **Entire Agreement**

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

## Limitation of Liability

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

#### Indemnification

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

#### Inurement

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

## Currency

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

## Titles/Headings

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

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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

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

## Severability

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

#### Waiver

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

#### Additional Provisions

27. Service Provider is respons ROP) will issue a 1099 at th	sible to pay their own taxes. Customer (Eden Area ne end of the year.
Sonia Elgar, Service Provider	Date
Anthony Oum, Eden Area ROP Fiscal Services Administrator	Date



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Linda Granger, Chief Operating Officer

SUBJECT: Request the Governing Board to approve the Ongoing Agreement

with Infinite Campus for a District Feeder System Module for the

**High School Programs** 

#### **BACKGROUND**

The Eden Area ROP currently utilizes Socrates Student Information System to track student attendance and grades for the Center students. Off-site student program information is also imported into the system to track total enrollment in programs. This system does not have the capability of meeting all of our data needs. For example, work-based learning data is currently maintained in a separate spreadsheet, switching to a student information system that can also store work-based learning experiences will enable the organization to track experiences by student, as required for the CTE Incentive Grant. There have been several unsuccessful efforts to identify a student information system that will meet the needs of the organization.

#### **CURRENT SITUATION**

The Governing Board previously approved transitioning from Socrates to Infinite Campus Student based on the need for a more robust student information system that will meet the reporting demands for current grants and future grant opportunities.

As staff works with Infinite Campus to prepare the rollout of the new student information system, an additional module is needed to efficiently implement the program. For all of the students in CTE programs on the high school campuses, district partners can provide data that is copied into Infinite Campus which would otherwise have to be entered manually. Utilizing the "Feeder Module" will enable staff to complete the import process without manually entering student information.

Annual fees for the module will cost \$1,000.

#### **CONSENT CALENDAR**



## Order and Pricing Schedule for Eden Area ROP - CA

**Prepared By Prepared For Prepared On Service Start Date** June 9, 2022 July 1, 2022 Linda Granger Paula Soucheray Eden Area ROP Senior Sales Consultant Superintendent P: (763) 795-4406 **Initial Term** P: +15102932901 paula.soucheray@infinitecampus.com 12 Months

Igranger@edenrop.org

**Premium Products Licensing and Support** 

Item Quantity **Net Price** Initial Term Prorated Price Annual Recurring Fees

District Feeder System \$1,000.00 Annual Fixed \$1,000.00 \$1,000.00

(send/receive)

TOTAL PREMIUM PRODUCTS LICENSING AND SUPPORT \$1,000.00 \$1,000.00

**INFINITE CAMPUS TOTALS** 

**Initial Term Total:** \$1,000.00

**Annual Recurring Total:** \$1,000.00

By: Name:

Its: Superintendent

Date: Jun 14, 2022



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Linda Granger, Chief Operating Officer

SUBJECT: Request the Governing Board to approve the Contract with

Chabot-Las Positas Community College District (CLPCCD) for

Student Support Services for the 2022-2023 School Year

#### **BACKGROUND**

The Eden Area ROP and Chabot College work collaboratively to support students. Indicators of students' College and Career Readiness include: earning college credit while in high school, participating in work based learning activities, and pathway completion. Chabot College has been a long standing partner in supporting our students earning college credit while in high school as well as partnering in work based learning activities like Advanced Manufacturing Day (AMD).

#### **CURRENT SITUATION**

The Eden Area ROP is entering into an agreement for services in which Eden Area ROP will act as the point of contact for students enrolling in early college credit at Chabot College. The Eden Area ROP will provide support to students and instructors regarding the use of the CATEMA program for enrollment in college level courses as well continue to support the creation of work based learning opportunities for students in CTE programs. Chabot College will pay the Eden Area ROP \$32,000 to provide these services for the 2022-2023 school year.

#### CONSENT CALENDAR

## **Chabot-Las Positas Community College District**

## **Contract for Services**

This is a contract for professional services between the C		
den Area ROP , Independent Contr	ractor ('Contractor'), entered thisday of	,
C 4 CT :	. 1. //	
1. Contractor agrees to perform the following servic		· f1
Will support the organization and facilitation of AMD for Chabot and supp		nformational
interviews. Will also support teachrs, students and admin wi		
2. Contractor hereby understands that no employme		
3. The Contractor shall provide his/her own Worker		report an inco
in accordance with federal and state law (Labor C		
4. Contractor shall be in compliance with the Drug F		30 / 2023
5. Services shall begin on or about 7 / 1 /		
Services shall not be assigned nor subcontracted to		
6. District agrees to pay the Contractor the sum of \$		ipt of an invoic
if the services performed are satisfactory to the D		
Date 7/1/2022	Payment 32,000.00	
7/1/2022	32,000.00	
notice of not less than 30 calendar days. In such of date of cancellation only.	case, Contractor will be paid for services rend	ered through th
notice of not less than 30 calendar days. In such of date of cancellation only.	case, Contractor will be paid for services rend I by the Vice Chancellor, Business Services, no	ered through the
notice of not less than 30 calendar days. In such of date of cancellation only.  3. This contract is not valid until signed and accepted	case, Contractor will be paid for services rend I by the Vice Chancellor, Business Services, no	ered through the
date of cancellation only.  3. This contract is not valid until signed and accepted District assume any liability for work performed process.	case, Contractor will be paid for services rend  I by the Vice Chancellor, Business Services, notion to acceptance by the Vice Chancellor, Business	ered through the
notice of not less than 30 calendar days. In such of date of cancellation only.  3. This contract is not valid until signed and accepted District assume any liability for work performed process.  Independent Contractor	case, Contractor will be paid for services rend  I by the Vice Chancellor, Business Services, notion to acceptance by the Vice Chancellor, Business	ered through the
notice of not less than 30 calendar days. In such of date of cancellation only.  3. This contract is not valid until signed and accepted District assume any liability for work performed process.  Independent Contractor  Eden Area ROP	case, Contractor will be paid for services rend  I by the Vice Chancellor, Business Services, notion to acceptance by the Vice Chancellor, Business  CLPCCD	ered through the or does the siness Services
notice of not less than 30 calendar days. In such of date of cancellation only.  3. This contract is not valid until signed and accepted District assume any liability for work performed proceed and accepted District assume any liability for work performed proceed and accepted District assume any liability for work performed proceedings.  Independent Contractor  Eden Area ROP  Name  Blaine Torpey  Email Address	case, Contractor will be paid for services rend  I by the Vice Chancellor, Business Services, notice to acceptance by the Vice Chancellor, Business CLPCCD  Initiating Manager	ered through the or does the siness Services  Date
notice of not less than 30 calendar days. In such of date of cancellation only.  3. This contract is not valid until signed and accepted District assume any liability for work performed property.  Independent Contractor  Eden Area ROP  Name  Blaine Torpey  Email Address  btorpey@edenrop.org	case, Contractor will be paid for services rend  I by the Vice Chancellor, Business Services, notion to acceptance by the Vice Chancellor, Business  CLPCCD	ered through the or does the siness Services
notice of not less than 30 calendar days. In such of date of cancellation only.  3. This contract is not valid until signed and accepted District assume any liability for work performed property.  Independent Contractor  Eden Area ROP  Name  Blaine Torpey  Email Address btorpey@edenrop.org  Phone #	case, Contractor will be paid for services rend  I by the Vice Chancellor, Business Services, notice to acceptance by the Vice Chancellor, Business CLPCCD  Initiating Manager	ered through the or does the siness Services  Date
notice of not less than 30 calendar days. In such of date of cancellation only.  3. This contract is not valid until signed and accepted District assume any liability for work performed properties.  Independent Contractor  Eden Area ROP  Name  Blaine Torpey  Email Address btorpey@edenrop.org  Phone # 510-293-2901	CLPCCD  Initiating Manager  President	or does the siness Services  Date
notice of not less than 30 calendar days. In such of date of cancellation only.  3. This contract is not valid until signed and accepted District assume any liability for work performed proceed in the process of the	case, Contractor will be paid for services rend  I by the Vice Chancellor, Business Services, notice to acceptance by the Vice Chancellor, Business CLPCCD  Initiating Manager	ered through the or does the siness Services  Date
notice of not less than 30 calendar days. In such of date of cancellation only.  3. This contract is not valid until signed and accepted District assume any liability for work performed properties.  Independent Contractor  Eden Area ROP  Name  Blaine Torpey  Email Address  btorpey@edenrop.org  Phone #  510-293-2901	CLPCCD  Initiating Manager  President	or does the siness Services  Date
notice of not less than 30 calendar days. In such of date of cancellation only.  3. This contract is not valid until signed and accepted District assume any liability for work performed proceed in the process of the	CLPCCD  Initiating Manager  President	or does the siness Services  Date

## **ACTION ITEMS**



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

SUBJECT: Request the Governing Board to approve the adoption of

Resolution 2-22/23: Signature Card-Board Members, Resolution 3-22/23: Signature Card-Authorized Agents: Payroll Warrants and Disbursements and Resolution 4-22/23: Signature Card-Authorized

**Agents: Official Documents and Reports** 

#### **CURRENT SITUATION**

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

#### **RECOMMENDATION**

It is recommended that the Governing Board approve the adoption of Resolution 2-22/23: Signature Card-Board Members, Resolution 3-22/23: Signature Card-Authorized Agents: Payroll Warrants and Disbursements and Resolution 4-22/23: Signature Card-Authorized Agents: Official Documents and Reports.



Signature Card-Board Members Fiscal Year 2022-2023

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

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

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

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

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

l,	Juan Campos
Signature	Type Name
2	James Aguilar
Signature	Type Name
3	Gabriel Chaparro
Signature	Type Name
4.	Gary Howard
Signature	Type Name
<b>PASSED AND ADOPTED</b> by the Governing Bo August 2022 by the following vote:	ard of the Eden Area ROP on this 4 <sup>th</sup> day of
AYES:	
NOES: ABSTENTIONS:	
ABSENT:	

	proval of this resolution, I he and were affixed in my pres	ereby certify that the signature(s) appearing above are ence.
Date		Signature, President of the Governing Board
	All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY, approved, as our current list of signers.	
Date		Signature, President of the Governing Board

# **Eden Area ROP RESOLUTION NO. 3-22/23**

Signature Card- Authorized Agents: Payroll Warrants & Disbursements Fiscal Year 2022-2023

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

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

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

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

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

1.		Blaine C. Torpey	Superintendent
	Signature	Type Name	Title
2	Signature	Linda Granger Type Name	Chief Operating Officer Title
		76.	
2		Craig Lang	Director of Adult Programs
	Signature	Type Name	Title
3.		Prioritto Luna	Director of Educational Services
J	Signature	Brigitte Luna Type Name	Title
4.		Manuschka Michaud	Principal
	Signature	Type Name	Title
5.		Mercedes Henderson	Human Resources Administrator
	Signature	Type Name	Title
6		Anthony Oum	Fiscal Services Administrator
	Signature	Type Name	Title

	ED AND ADOPTED by the Governing Board of the Eden Area ROP on this 4 <sup>th</sup> day of st 2022 by the following vote:
AYES: NOES ABSTE ABSEN	: intions:
	proval of this resolution, I hereby certify that the signature(s) appearing above are and were affixed in my presence.
Date	Signature, President of the Governing Board
	All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY, approved, as our current list of signers.
Date	Signature, President of the Governing Board

# **Eden Area ROP RESOLUTION NO. 4-22/23**

Signature Card- Authorized Agents: Official Documents & Reports Fiscal Year 2022-2023

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

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

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

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

1.		Blaine C. Torpey	Superintendent
	Signature	Type Name	Title
2		Linda Granger	Chief Operating Officer
	Signature	Type Name	Title
2.		Craig Lang	Director of Adult Programs
	Signature	Type Name	Title
3		Brigitte Luna	Director of Educational Services
	Signature	Type Name	Title
4.		_Manuschka Michaud_	Principal Principal
·-	Signature	Type Name	Title
5		Mercedes Henderson	Human Resources Administrator
	Signature	Type Name	Title
6.		Anthony Oum	Fiscal Services Administrator
-	Signature	Type Name	Title

	ED AND ADOPTED by the Governing Board of the Eden Area ROP on this 4 <sup>th</sup> day of st 2022 by the following vote:
AYES: NOES ABSTE ABSEN	: ntions:
	proval of this resolution, I hereby certify that the signature(s) appearing above are and were affixed in my presence.
Date	Signature, President of the Governing Board
	All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY, approved, as our current list of signers.
Date	Signature, President of the Governing Board