

# GOVERNING BOARD MEETING AGENDA

Thursday, September 1, 2016

5:30 pm

**Location:**

26316 Hesperian Blvd.  
Hayward, CA 94545

**Website:**

[www.edenrop.org](http://www.edenrop.org)

**Phone Numbers:**

(510) 293-2971  
Fax (510) 293-8225



## Governing Board Members

Gary Howard, President  
Lisa Brunner, Vice-President  
Janet Zamudio, Member  
Vince J. Rosato, Member

Castro Valley Unified School District  
Hayward Unified School District  
San Lorenzo Unified School District  
San Leandro Unified School District

## **Mission Statement**

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



Regular Meeting of the ROP Governing Board  
Eden Area ROP Board Room  
26316 Hesperian Blvd., Hayward, CA 94545

Date: Thursday, September 1, 2016  
Time: 5:30 p.m.

## **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.

Visitors wishing to address the Governing Board are asked to complete a "Request to Address ROP Governing Board" card, available at the entrance to the meeting room, and submit it to the Governing Board's Administrative Secretary. Any member of the audience may speak on any agenda item by following this process, or upon recognition by the Chairperson by identifying him/herself and his/her organization affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the Governing Board on a matter relating to the Eden Area ROP that does not appear on the agenda, this may be done during the "Other Business" section.

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

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

- I. Call to Order**
- II. Roll Call**
- III. Pledge of Allegiance**
- IV. Mission Statement**
- V. Approval of Agenda**
- VI. CONSENT CALENDAR**

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

## **Page 2 – Agenda for the September 1, 2016 Regular Meeting of the ROP Governing Board**

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of August 4, 2016 (pages 4-9)
- B. Request the Governing Board to approve the Bill Warrants (pages 10-13)
- C. Request the Governing Board to approve the Personnel Action Items (pages 14-15)
- D. Request the Governing Board to approve the Listed Donations-Jose A. Ortiz (page 16)
- E. Request the Governing Board to approve SkillsUSA Overnight Field Trips for the 2016-2017 Fiscal Year (page 17)
- F. Request the Governing Board to approve the Public Disclosure of Eden Area ROP Employees' Agreement for 2015-2016 Salary Increase (pages 18-28)
- G. Request the Governing Board to approve the MOU Addendum with Associated Builders and Contractors (ABC) for the 2016-2017 School Year (pages 29-30)
- H. Request the Governing Board to approve the Agreement with Alameda County Office of Education (ACOE) for Delivery Services for the 2016-2017 Fiscal Year (pages 31-33)
- I. Request the Governing Board to approve the Contract with Blackboard for Website Hosting for the 2016-2017 Fiscal Year (pages 34-38)
- J. Request the Governing Board to approve the Contract with Century Carpet, Inc. for Carpet Flooring Services for the 2016-2017 Fiscal Year (pages 39-41)
- K. Request the Governing Board to approve the Contract with Zamora & Sons for Painting Services for the 2016-2017 Fiscal Year (pages 42-52)
- L. Request the Governing Board to approve the Agreement with Rhea Settles for Fall 2016 (pages 53-59)
- M. Request the Governing Board to approve the Contract with AT&T for Telephone Services (pages 60-90)
- N. Request the Governing Board to approve the Advisory Committee Meeting Minutes (pages 91-179)

## **VII. INFORMATION ITEMS**

- A. CDE Course Review-Careers in Education (pages 180-181)
- B. Opening of School for the 2016-2017 School Year (page 182)
- C. Dates for the Sophomore Tours and the Student Award Ceremony (page 183)
- D. Eden Area ROP Service Awards (page 184)

**VIII. ACTION ITEMS**

- A. Request the Governing Board to approve the 2015-2016 Unaudited Actual Income and Expenditure Report (page 185)
- B. Request the Governing Board to approve the Revised Calendar of Governing Board Meetings for the 2016-2017 School Year (pages 186-187)
- C. Request the Governing Board to approve the Donation, Assignment, and Assumption Agreement with Construction Craft Training Center (CCTC) (pages 188-259)
- D. Request the Governing Board to approve the Contract for Consulting with Chris Floethe for the Electrical Trainee Program (pages 260-266)
- E. Request the Governing Board to approve the Adult Program Salary Schedule (pages 267-270)

**IX. Superintendent's Report**

**X. Other Business/ Governing Board Reports**

- A. Public
- B. ROP Governing Board

**XI. Recess to Closed Session**

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

**XII. Reconvene to Open Session**

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

**XIII. Adjournment**



# Consent Calendar





**Minutes of the Regular Meeting of the ROP Governing Board  
August 4, 2016**

**I. Call to Order**

Trustee Gary Howard called the meeting to order at 5:30 p.m. on Thursday, August 4, 2016 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

**II. Roll Call**

Roll was called by Gabriela Juarez, Administrative Assistant.

Eden Area ROP Governing Board Present:

Gary Howard, President	Castro Valley USD	
Lisa Brunner, Vice-President	Hayward USD	arrived at 5:34 pm
Vince Rosato, Member	San Leandro USD	
Janet Zamudio, Member	San Lorenzo USD	

Superintendent: Linda Granger-present

ROP Administrators in Attendance:

Craig Lang	Director
Sheila Lawrence	Assistant Director of Off-Site Programs
Marites Fermin	Business Manager
Evan Goldberg	Grant Coordinator

ROP Staff in Attendance:

Gabriela Juarez	Superintendent's Administrative Assistant
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**III. Pledge of Allegiance**

Evan Goldberg led the Pledge of Allegiance.

**IV. Mission Statement**

Sheila Lawrence read the Eden Area ROP Mission Statement.

**V. Approval of Agenda**

Trustee Vince Rosato moved to approve the agenda as written. Trustee Janet Zamudio, seconded the motion. By the following vote, the agenda was approved with changes.

AYES:	3 (Howard, Rosato, Zamudio)
NOES:	0
ABSTAIN:	0
ABSENT:	1 (Brunner)

## **VI. Consent Calendar**

Trustee Vince Rosato moved to approve the Consent Agenda items as follows.

- A. Approve the Minutes of the Regular Governing Board Meeting of June 2, 2016
- B. Approve the Bill Warrants Items
- C. Approve the Personnel Action Items
- D. Approve the Quarterly Report on Williams Act Complaints and Resolutions
- E. Approve the DECA Overnight Field Trips for the 2016-2017 School Year
- F. Approve the Contract with Castro Valley Unified School District for Student Transportation for the Fiscal Year 2016-2017
- G. Approve the MOU with Hayward Unified School District for the Independent Study Teacher to Support the Hayward Promise Neighborhood Program
- H. Approve the District Contracted Program Agreements of the JPA Members for the 2016-2017 School Year

Trustee Janet Zamudio seconded the motion.

AYES: 3 (Howard, Rosato, Zamudio)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1 (Brunner)

## **VII. Information Items**

### **A. CTE Incentive Grant Update**

Linda Granger, Superintendent gave an update on the CTE Incentive Grant. She reported that CTE incentive grant funding is intended to be bridge dollars for Career Technical Education until LCFF is fully implemented. Part of the requirements of the grant is by June 2017 all programs that are receiving CTE Incentive Grant funds must meet the 11 elements of a high quality of CTE programs. By the end of the year if you meet those requirements then you're eligible for the funding for the next two years.

Superintendent Granger explained the process used to evaluate each ROP program was meeting the 11 elements of a high quality CTE program. If you identified a program as meeting the requirements you had to provide the evidence of it. If a program did not meet the 11 elements you had to explain what steps you were going to take to meet the requirements.

In order to complete the application process all teachers did a self-assessment of their program and Ms. Granger then summarized it by pathway. If a program was not meeting the 11 elements, a plan was written out to accomplish the requirement.

Superintendent Granger reviewed the 11 elements of a high quality CTE program. She began by sharing which elements we did not meet and the steps we are taking to meet them. The first requirement is quality curriculum and instruction and it is the first one that we stated that we did not meet the requirements. Part of the requirements is every single program is either articulated or leads to industry-recognized certification or has an a-g approval. While many programs do meet that requirement not all of them do. For example, the construction

program has not been a-g approved nor is it articulated. The goal is start working on making that a pre-apprenticeship program to articulate with our ABC NorCal apprenticeship program.

The second element is career exploration and guidance. We also did not fully meet this requirement, however, last year the Educational Services Department had a reorganization and we hired a career counselor. Thankfully through that position what was missing will be fulfilled by the end of the year. For example, every student in a center class will have a four-year plan. The four year plan includes junior and senior year and 2 years post-secondary.

The third element is student support and leadership development. Ms. Granger explained the elements are about Career Technical Student Organizations and leadership opportunities for students. At this time our medical program does not participate in a Career Technical Student Organization. In order to meet this goal a decision is being made about whether participating in SkillsUSA for health or in Health Occupations Students Association. Once that happens we will fulfill that requirement.

The fourth element is system alignment. This element requires us to have regional or local partnerships with post-secondary educational institutions, documented through formal agreements. Currently, we bring together our instructors and the local community college through our pathway meetings to develop and align curriculum. In terms of articulation the ROP is focusing on strengthening them through our partnership with Chabot College. Another area of growth is updating our pathway maps. The pathway map needs to outline the next steps from high school and where to continue your education in that particular pathway.

Superintendent Granger continued her report by stating that the ROP does meet elements five through eleven. The fifth element, having industry partnerships, is a big strength for the Eden Area ROP. Our teachers regularly work with industry. We have our advisory meetings and we have work based learning opportunities for students to interact with our business partners.

The sixth element is the after school and extended day opportunities and we meet this through our Career Technical Student Organizations (CTSOs), through our middle school program and our president's volunteer service award for all community service.

The seventh element is providing programs that are in alignment with labor and local market demands. The ROP provides programs where there is future employment locally. Current labor market needs are a standing agenda item at the advisory committee meetings. The ROP also reviews its programs biennially at Board meetings.

The eighth element is industry certification and employment and all pathways lead to this.

The ninth element is a skilled faculty. All ROP instructors have CTE credentials and industry experience because it is also a requirement of their employment.

The tenth element is data and evaluation. Ms. Granger noted that although the ROP has not received Perkins funding for several years, we have always continued to provide the data that is required by the State for Perkins. This data serves to compare ourselves to other CTE programs. Thankfully we did continue to collect this data since it is one of the requirements of the grant. In addition, since we are the lead for our region and round 2 we're required to collect data as well.

The eleventh element, promotion of CTE programs, was not a requirement but applicants of the grant had the opportunity to include it even though it wouldn't impact your chances of receiving the grant. We did highlight the ways that we promote our programs.

## **VIII. Action Items**

### **A. Request the Governing Board to approve the Organization Chart**

Upon review of and a motion by Trustee Vince Rosato and a second by Trustee Janet Zamudio, the Governing Board approved the Organization Chart.

AYES: 4 (Brunner, Howard, Rosato, Zamudio)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 0

### **B. Request the Governing Board to approve the Public Disclosure of Eden Area ROP Employees for 2015-2016 Salary Increase**

The public disclosure of Eden Area ROP Employees for 2015-2016 Salary increase was presented to the board for approval. Superintendent Granger explained that at the June meeting the Board approved a 1% salary increase on the salary schedule to all staff and a 3% one time increase. The form presented is the required documentation to show that we can actually afford the salary increase.

Trustee Janet Zamudio noted there was an error on page 70 of the board packet that stated that it was a 4% ongoing increase. Superintendent Granger noted that it was an error due to using a previously used document from our last raise in the 2014-2015 fiscal year. The Superintendent asked the Business Manager to make the correction.

Upon review of and with the noted correction a motion by Trustee Janet Zamudio and a second by Trustee Vince Rosato, the Governing Board approved the Public Disclosure of Eden Area ROP Employees for 2015-2016 Salary Increase.

AYES: 4 (Brunner, Howard, Rosato, Zamudio)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 0

### **C. Request the Governing Board to approve the Revised Salary Schedules for all Employee Groups**

Upon review of and a motion by Trustee Vince Rosato and a second by Trustee Janet Zamudio, the Governing Board approved the Revised Salary Schedules for all Employee Groups.

AYES: 4 (Brunner, Carey, Howard, Randall)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 0

## **IX. Superintendent's Report**

Linda Granger reported this summer has consisted a lot of planning and a lot of hiring. As we work to get to our enrollment proportionality we are expanding programs in Hayward. We have our business marketing program at Mt. Eden that increased from part-time to full-time. We will now offer criminal justice at Hayward High and continue to offer it at Mt. Eden. We are also expanding our position at Tennyson from part-time to full-time. We are making progress at proportionality at all four of our districts.

Ms. Granger also reported that there has been a lot of work due to additional grants like the Career Pathways Trust Grant and a lot of planning to accomplish grant requirements.

She highlighted that there may be a possible partnership with our culinary program and another local business in Hayward and she is excited for that partnership to unfold.

Ms. Granger noted that Trustee Vince Rosato sent an email with a question about what happens on overnight field trips and how do we set rules and structure for these types of trips. Ms. Granger handed out the ROP field trip form that is signed by parents and the DECA code of conduct that is signed by parents.

## **X. Other Business/Governing Board Reports**

### **A. Public**

None

### **B. Governing Board Reports**

Trustee Vince Rosato, San Leandro Board member, shared that the district had a nice review of their 3 year strategic plan and discussed all the accomplishments made. The district will have a school bond on the November ballot. He shared there was an organizational meeting for the school bond.

Trustee Janet Zamudio, San Lorenzo Board member, reported that the district is getting geared up to start the new school year. She also noted that she did take back to the district the request of aligning school calendars and the SLzUSD Board discussed matching San Leandro USD's school calendar.

Trustee Lisa Brunner, Hayward Board member, reported that they will not have anything on the November ballot, but will do a mail in ballot in the spring. She shared that Measure L was on schedule and that the district will be breaking ground on the football field this spring. The Hayward High alumni association will also be rebuilding the sunset fields. She noted that the traditional schools will start on August 25<sup>th</sup>. The Career Pathway agreements with Cal State East Bay have been extended and once the STEAM buildings are done everything will be ready.

Trustee Gary Howard, Castro Valley Board member, reported that their bond did pass in June and now they are planning meetings on how to use the funds. He also shared that he visited the ROP campus in the summer and was able to see the middle school program and that it was nice to have them here.

**IV. Recess to Closed Session**

The meeting was called into closed session at 6:11

- A. Public Employee Performance Evaluation: Superintendent's Goals(Government Code Sec. 54957)**
- B. Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release**

**V. Reconvene to Open Session**

The meeting resumed to open session at 6:57 p.m.

- A. Public Employee Performance Evaluation: Superintendent's Goals(Government Code Sec. 54957)**  
  
No action was taken.
- B. Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release**  
  
No action was taken.

**XI. Adjournment**

The meeting was adjourned at 6:58 p.m.

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

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



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Sabrina Ubhoff, Accounting Technician  
**SUBJECT:** Request the Governing Board to approve the Bill Warrants

#### **CURRENT SITUATION**

The bill warrants submitted for approval are for the period of July 20, 2016 through August 10, 2016 and include test warrant numbers and voided warrants.

#### **CONSENT CALENDAR**





**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Mercedes Henderson, Personnel Coordinator  
**SUBJECT:** Request the Governing Board to approve the Personnel Action Items

#### **CURRENT INFORMATION**

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

#### **CONSENT CALENDAR**



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director  
**SUBJECT:** Request the ROP Governing Board to approve the Listed Donations-Jose A. Ortiz

### CURRENT SITUATION

Occasionally, gifts or monetary items are donated to the ROP. Jose A. Ortiz donated a 1997 Saturn 4 door to the Eden Area ROP Auto Technology I program.

A letter of acceptance will be sent to all donors.

#### FISCAL IMPACT SOURCE

Not applicable

#### FUNDING

Not applicable

### CONSENT CALENDAR



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director  
**SUBJECT:** Request the Governing Board to approve the SkillsUSA Overnight Field Trips for the 2016-2017 School Year

### **BACKGROUND INFORMATION**

SkillsUSA provides leadership training to students and instructors in the career and technical education sectors.

With three levels of skill and leadership competitions, SkillsUSA encourages growth through participation in leadership and skill activities to enhance classroom learning. SkillsUSA California membership has over 9,100 members.

### **CURRENT SITUATION**

Each year the Eden Area ROP students participate in SkillsUSA competitive events. Below for your approval is a list of 2016-2017 overnight events for those who are eligible:

Date	Activity	Location
April 20-23, 2017	CA State Championship	San Diego, CA
June 19-23, 2017	SkillsUSA National Championship	Horseshoe, IN

### **CONSENT CALENDAR**



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Marites Fermin, Business Manager  
**SUBJECT:** Request the Governing Board to approve the Public Disclosure of Eden Area ROP Employees Agreement for 2015-2016 Salary Increase

### CURRENT SITUATION

On June 2, 2016, during closed session, the Eden Area ROP presented to the Governing Board, Eden Area ROP employees' request for a salary increase. After the presentation and deliberation, the Governing Board approved a 1% increase in the salary schedule retro-active to July 1, 2015 and a one-time 3% off the salary schedule.

The Business Services Department has prepared the Public Disclosure Statement, Certification of the District's ability to meet the costs of this request, in accordance with AB 1200, verifying that the District can afford to fund the increase on a multi-year level. The document attached contains detailed and specific information about how this agreement affects district funds. This document was submitted and reviewed by Alameda County Office of Education (ACOE) on June 9, 2016.

**Code/Policy:** Government Code 3547.5

**Fiscal Impact:** The projected costs is funded by the ROP local revenue and other grants.

**Supporting documents:** Certification – AB 1200 report submitted and approved by Alameda County Office of Education (ACOE)

### CONSENT CALENDAR

## Certification of the Districts Ability to Meet the Costs of Collective Bargaining Agreement

*This disclosure document must be signed by the District Superintendent and Chief Business Official prior to the public disclosure.*

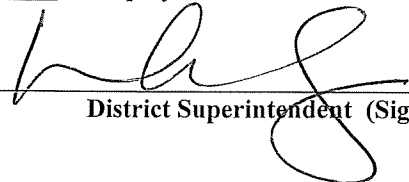
In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of Eden Area ROP District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and all employees (No Bargaining Unit in the district), during the term of the agreement from 07/01/2015 to 06/30/2016.

*The budget revisions necessary to meet the costs of the agreement in each year of its term are itemized below. If the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c)*

Budget Adjustment Categories	Increase(Decrease) Year 1	Increase(Decrease) Year 2	Increase(Decrease) Year 3
Revenues/Other Financing Sources	297,391	45,931	79,177
Local ROP revenues funding			
Salaries and Benefits	179,268	44,207	44,207
Ending Balance Increase (Decrease)	118,123	1,724	34,970

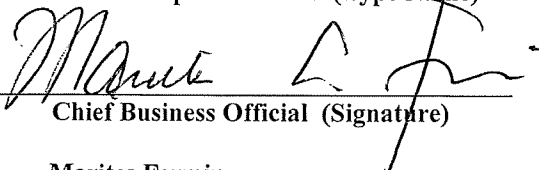
N/A \_\_\_\_\_ (No budget revisions necessary)

\_\_\_\_\_ These projections are based on the attached assumptions, which become an integral part of this document.

  
District Superintendent (Signature)

6.9.16  
Date

Linda Granger  
District Superintendent (Type Name)

  
Chief Business Official (Signature)

6/9/2016  
Date

Marites Fermin

Chief Business Official (Type Name)

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

Bargaining Unit: Certificated/ Classified/ Exempt/ Management Employees of Eden Area ROP

**The district does not have any bargaining unit**

The proposed agreement covers the period beginning 7/1/2015 and ending 6/30/2016

and was acted upon by the Governing Board at its meeting on June 2, 2016.

**Note:** This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

**A. Proposed Change in Compensation**

Compensation		Annual Cost Prior to Proposed Agreement 2014-2015	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) 2015-2016	Year 2 Increase/(Decrease) 2016-2017	Year 3 Increase/(Decrease) 2017-2018
1.	<b>Salary Schedule</b> (This is to include Step & Column, which is also reported separately in item 6)	\$ -	\$ 149,217	\$ 37,305	\$ 37,305
			\$ 149,217	\$ 37,305	\$ 37,305
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
2a.	<b>Description of Other Compensation</b> 1% one time bonus/stipend		\$ -	\$ -	\$ -
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ -	\$ 30,051	\$ 6,902	\$ 6,902
			\$ 30,051	\$ 6,902	\$ 6,902
4.	<b>Health/Welfare Plans</b> ACA set aside for potential penalties	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	<b>Total Compensation - Add Items 1 through 4 to equal 5</b>	\$ -	\$ 179,268	\$ 44,207	\$ 44,207
			0.00%	0.00%	0.00%
6.	<b>Step &amp; Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.</b>	\$ -	\$ -	\$ -	\$ -
7.	<b>Total number of represented Employees (Use FTEs)</b>	43.5	48	48	48
8.	<b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ -	\$ 3,735	\$ 921	\$ 921
			0.00%	0.00%	0.00%

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

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

1% ongoing plus 3% one time only in 2015-16, retro July 1, 2015.

Above increase is district wide/across the board. The district does not have any bargaining unit, only salary committee

10. Were any additional steps, columns or ranges added to the schedules? (If yes, please explain.)

No

11. Please Include comments and explanations as necessary. (If more room is necessary, please attach additional sheet.)

- B. Proposed Negotiated Changes in Non-compensation Items** (e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

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

No reduction in program

- D. What Contingency Language is Included in the Proposed Agreement (e.g. reopeners, etc.)?**

N/A

- E. Will this Agreement Create, Increase, or Decrease Deficit Financing in the Current or Subsequent Year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The district is positive

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

- F. Identify Other Major Provisions that do not Directly Affect the District's Costs; such as Binding Arbitration, Grievances Procedures, etc.

None

- G. Source of Funding for Proposed Agreement

1. Current Year

District anticipates ending fund balance of \$296K, \$96K and \$247K for three years.

New CTEIG and CPT grant awards and continues state revenues.

Local district revenue continues and will now be subject to COLA.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (I.e., what will allow the district to afford this contract)?

Only 1% is on going and funding is in item G.1 above.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

See item no. 1 for multi-year funding and G.1 above



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

**H. Impact of Proposed Agreement on Current Year Operating Budget (Ed. Code 42142)**

	Column 1 Latest Board- Approved Budget Before Settlement As of: 6/3/2016	Column 2 Cost of Adjustments as a Result of Settlement	Column 3 Other Revisions Costs Increases (Decreases)	Column 4 Total New Budget (Col 1+2+3)
<b>Revenues</b>				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)- LCFF	\$ 9,983,299	\$ -	\$ -	\$ 9,983,299
<b>Total Revenues</b>	<b>\$ 9,983,299</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,983,299</b>
<b>Expenditures</b>				
1000 Certificated Salaries	\$ 2,924,967	\$ 111,304	\$ -	\$ 3,036,271
2000 Classified Salaries	\$ 972,760	\$ 37,913	\$ -	\$ 1,010,673
3000 Employee Benefits	\$ 1,105,475	\$ 30,051	\$ -	\$ 1,135,526
4000 Books and Supplies	\$ 467,996	\$ -	\$ -	\$ 467,996
5000 Services and Operating Expenses	\$ 4,029,527	\$ -	\$ -	\$ 4,029,527
6000 Capital Outlay	\$ 185,183	\$ -	\$ -	\$ 185,183
7000 Other Outgo	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 9,685,908</b>	<b>\$ 179,268</b>	<b>\$ -</b>	<b>\$ 9,865,176</b>
Operating Surplus (Deficit)	\$ 297,391	\$ (179,268)	\$ -	\$ 118,123
Other Sources and Transfers In	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ 297,391	\$ (179,268)	\$ -	\$ 118,123
Beginning Balance	\$ 8,341,919			\$ 8,341,919
Current Year Ending Balance	\$ 8,639,310	\$ (179,268)	\$ -	\$ 8,460,042
<b>Components of Ending Balance</b>				
Nonspendable and Restricted 9711-9740	\$ 334,581	\$ -	\$ -	\$ 334,581
Reserved for Economic Uncertainties 9789 (6%)	\$ 581,154	\$ 10,756.08	\$ -	\$ 591,911
Committed and Assigned 9770-9780	\$ 7,236,817	\$ -	\$ -	\$ 7,236,817
Unassigned/Unappropriated 9790	\$ 486,758			\$ 296,733

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

If the total amount of the adjustment in Column 2 on page 4 does not agree with the amount of the Total Compensation Increase in Section A, line 5, page 1 (e.g. increase was partially budgeted), explain the variance below:

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Please include any additional comments and explanations of page 4 as necessary:

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

## 1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Page 4, Column 4, total Expense & Other Uses and Transfers Out <i>(Must include restricted and unrestricted expenditures)</i>	\$ 9,865,176
b. State Standard Minimum Reserve Percentage for this District	6.00%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a. times Line b. or \$50,000.	\$ 591,911

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

a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 591,911
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount	\$ 296,733
c. Special Reserve Fund 17-Budgeted Reserve for Economic Uncertainties	\$ -
d. Special Reserve Fund 17-Budgeted Unassigned/Unappropriated Amount	\$ -
e. Article XIII-B Fund 72-Budgeted Reserve for Economic Uncertainties	\$ -
f. Article XIII-B Fund 72-Budgeted Unassigned/Unappropriated Amount	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 888,644

3. Do unrestricted reserves meet the state standard minimum reserve amount? YES

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

[illegible]

# EDEN AREA ROP School District

## Public Disclosure of Collective Bargaining Agreement

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

### Revised MYP Including the Effects of Collective Bargaining

Eden Area ROP

General Fund

Multi-Year Projections

Budget Year: 2015/2016

	ADA: 1,565 1.02%	ADA: 1,565 0.00%	ADA: 1,565 1.11%
	Deficit: none	Deficit: none	Deficit: none
	2015-2016	2016-2017	2017-2018
<b>Revenues</b>			
Revenue Limit Sources	0	0	0
Federal Revenue	168,609	90,805	0
Other State Revenue	2,400,381	6,976,445	1,966,278
Local Revenue	7,414,309	7,220,024	7,299,547
<b>Total Revenue</b>	<b>9,983,299</b>	<b>14,287,274</b>	<b>9,265,825</b>
<b>Expenditures</b>			
Certificated Salaries	2,924,967	2,975,665	2,975,665
Step & Column Adjustment	0	0	44,224
Other Adjustments	0	0	(1,364)
Board approved increase	111,304	27,826	27,826
Classified Salaries	972,760	964,312	964,312
Step & Column Adjustment	0	0	15,262
Other Adjustments	0	0	(35,311)
Board approved increase	37,913	9,478	9,478
Employee Benefits	1,135,526	1,231,496	1,291,649
Books & Supplies	467,996	291,270	318,901
Services, Other Operating Exp	4,029,527	8,369,633	3,585,213
Capital Outlay	185,183	415,870	35,000
Other Outgo	0	0	0
Direct Support/Indirect Costs			
<b>Total Expenditures</b>	<b>9,865,176</b>	<b>14,285,550</b>	<b>9,230,855</b>
<b>Operating Surplus (Deficit)</b>	<b>118,124</b>	<b>1,725</b>	<b>34,971</b>
Other Financing Sources & Transfers In(Positive figure)			
Other Financing Uses & Transfers Out (Neg Figure)			
<b>Current Yr Inc(Dec) in Fund Balance</b>	<b>118,124</b>	<b>1,725</b>	<b>34,971</b>
<b>Beginning Fund Balance</b>	<b>8,341,919</b>	<b>8,460,043</b>	<b>8,461,768</b>
Audit Adjustments/Restatements			
<b>Ending Balance</b>	<b>8,460,043</b>	<b>8,461,768</b>	<b>8,496,739</b>
Restricted Balance	313,183	313,183	313,183
Required Reserve	591,911	857,133	646,160
Committed and Assigned	7,258,216	7,237,216	7,366,785
<b>Unrestricted Balance (Incl Revolving)</b>	<b>296,734</b>	<b>54,236</b>	<b>170,612</b>
Comments (Major changes):			

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

**J. Salary Notification Requirement**

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

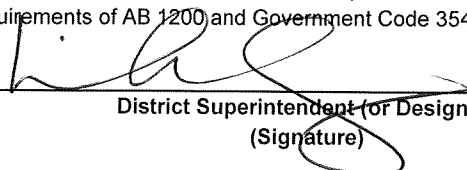

**Comparison of Proposed Agreement to Change in District Base Revenue Limit**

The district revenues are not based from Revenue Limit

- (a) Current Year Base Revenue Limit (BRL) per ADA:  
(obtain from the FY \_\_\_\_\_ County Office-provided Revenue Limit or+B263  
Form RL, Line 3 \$ \_\_\_\_\_ - (Estimated)
- (b) Prior Year Base Revenue Limit per ADA:  
(Form RL, Line 1) \$ \_\_\_\_\_ - (Actual)
- (c) Amount of Current Year Increase: (a) minus (b) \$ \_\_\_\_\_ -
- (d) Percentage Increase in BRL per ADA: (c) divided by (b) \_\_\_\_\_ 0.00%
- (e) Indicate Total Settlement Percentage Increase from Section A,  
line 5, Page 1 for current year \_\_\_\_\_ 0.00%

**K. Certification**

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

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code 3547.5.</p>	
<div style="text-align: center;"> _____ <b>District Superintendent (or Designee)</b> (Signature)</div>	<div style="text-align: center;"> _____ <b>Date</b></div>
<p>After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on September 5, 2013, took action to approve the proposed Agreement with the Certificated, Classified, Exempt and Management Employees of Eden Area ROP</p>	
<div style="text-align: center;">_____ <b>President (or Clerk), Governing Board</b> (Signature)</div>	<div style="text-align: center;">_____ <b>Date</b></div>

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

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

**Certification of Board Action**

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

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



District Superintendent (or Designee)  
(Signature)

6-9-16

Date

After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on 09/05/2013, took action to approve the proposed Agreement with the Eden Area ROP Certificated, Classified, Exempt and Management Employees Bargaining Units

President (or Clerk), Governing Board  
(Signature)

Date

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



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Sheila Lawrence, Assistant Director of Off-Site Programs  
**SUBJECT:** Request the Governing Board to approve the MOU  
Addendum with Associated Builders and Contractors (ABC)  
for the 2016-2017 School Year

## **BACKGROUND**

Apprenticeship in California dates back to the Shelly-Maloney Apprenticeship Labor Standards Act of 1939. Apprenticeship programs include on-the-job training and related and supplementary classroom instruction. In order for an apprenticeship to exist one of the required partners must be a local education agency (LEA). LEA's may provide both the instructor and the classroom facilities or only serve as the fiscal agent.

## **CURRENT SITUATION**

The attached addendum requests a change in the MOU approved by the Board on June 2, 2016. Item numbers 2 and 6 of our current MOU with ABCNorCal which highlight an increase in hours based on the updated allocation received in July from the California Community Colleges Chancellor's Office has been modified. The Eden Area ROP serves as the fiscal agent for the organization and we were allocated 35,000 hours of ADA. The addendum increases that number to 42,835 hours of ADA.

## **CONSENT CALENDAR**



26316 Hesperian Blvd.

Hayward, CA 94545

P: (510) 293-2900 • F: (510) 293-8225 • [www.edenrop.org](http://www.edenrop.org)

Superintendent: Linda Granger

## MEMORANDUM OF UNDERSTANDING

### Addendum

This addendum serves to revise item numbers 2 and 6 of the 2016-2017 MOU between Eden Area Regional Occupational Program (EAROP) and the Associated Builders and Contractors ROP, Northern California Chapter (ABC NorCal).

Based on the adjusted allocation of funding received from the California Community Colleges Chancellor's Office who sets the guidelines for the apprenticeship programs, the following revision will apply:

2. The Apprenticeship Committee understands that of the hours allocated, zero hours belong to the Apprenticeship Committee and are transferable. The remaining 42,835 hours are loaned to the Committee and belong to Eden Area ROP and will return to the ROP at the end of the agreement period.
6. The Eden Area ROP will reimburse only in accordance with the amount of hours actually generated. Any hours not generated up to the 42,835 hours will not be reimbursed.

*Duanna Ramirez*

Apprenticeship Director, ABC NorCal

*7/28/16*

Date

*Shirley R*

Assistant Director Offsite Programs, Eden Area ROP

*7/27/16*

Date





**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Marites Fermin, Business Manager  
**SUBJECT:** Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2016-2017 Fiscal Year

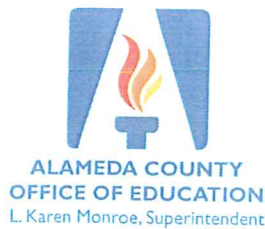
### **BACKGROUND**

In accordance with Ed Code 17604, all contracts must be approved by the Governing Board. Eden Area Regional Occupational Program contracts with Alameda County Office of Education to provide delivery and pick-up services.

### **CURRENT SITUATION**

The attached agreement reflects the annual agreement between the Eden Area ROP and Alameda County Office of Education for pick-up and delivery services which covers from July 1, 2016 through June 30, 2017.

### **CONSENT CALENDAR**



**2016/2017**

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

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

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

The cost of providing the service is **\$2,764.56** for **2016/2017** with payment in full to be made upon billing by the COUNTY OFFICE. The charge may be increased or decreased should operating costs exceed or fall below the projections; however, all districts involved would receive their pro-rated share of the increased costs or cost reductions.

The term of this contract is from **July 1, 2016** through **June 30, 2017**.

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

Delivery to the DISTRICT shall be made to the following address only: (Please contact Lisa Cervantes to make any address or contact changes at 510-670-4555 email [lcervantes@acoe.org](mailto:lcervantes@acoe.org).)

26316 Hesperian Blvd. Hayward, CA 94545

The contact person at the delivery site will be:

Debbie Scanlon (510) 293-2900

**The COUNTY OFFICE will:**

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

4. The COUNTY OFFICE will bill the DISTRICT on or about the middle of the fiscal year.

**The DISTRICT will:**

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

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

Insurance coverage for vehicle usage under this agreement is being provided by the COUNTY OFFICE. However, since said office maintains a \$10,000.00 deductible at the present time, DISTRICT executing this agreement herewith acknowledges the deductible as being chargeable to the Delivery Service Program.

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

**Eden Area ROP**

Alameda County

State of California

**Gary Jones**, Associate Superintendent

Alameda County Office of Education

\_\_\_\_\_  
Authorized Agent

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

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

Date: 7/29/16 \_\_\_\_\_



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Marites Fermin, Business Manager  
**SUBJECT:** Request the Governing Board to approve the Contract with Blackboard for Website Hosting for the 2016-2017 Fiscal Year

## **BACKGROUND**

Each year the Eden Area Regional Occupational Program contracts for website hosting services. Blackboard (formerly Schoolwires) is an experienced website developer.

## **CURRENT SITUATION**

The attached contract provides details of the Website hosting services with Blackboard (formerly Schoolwires) for the 2016-2017 fiscal year.

## **CONSENT CALENDAR**

# Blackboard®

## Order Form

Quote #: 00014918

1111 19<sup>th</sup> Street NW, Washington, DC 20036  
Phone: 1-800-424-9299 Fax: 866-891-8612

**District/Entity ("CLIENT") Name:**

EDEN AREA ROP  
26316 HESPERIAN BLVD  
HAYWARD, CA 94545-2421

**Student Enrollment:** A (0 - 2,000)

**Bb Customer Account No:** 460759

**Client Accounts Payable Information**

Is a PO Number Required? (Y/N) \_\_\_\_\_

PO Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

\* Blackboard will provide Client with the licensed software, support and/or services ("Licenses and Services") to the extent identified in Exhibit A of this Master Agreement Order Form ("Order Form" or "Agreement") for the fees set forth in Exhibit A. The Licenses and Services are subject to the specifications and limitations set forth in Exhibit B, if applicable as well as the Incorporated Contract Documents (listed below and incorporated by reference). If any term of this Order Form conflicts with any Incorporated Contract Document, then this Order Form shall control.

**Term**

1. Initial Term: Unless otherwise specified in the Licenses and Services set forth in Exhibit A, the Initial Term shall be 12 months following the Effective Date.
2. Unless otherwise specified in the Licenses and Services set forth in Exhibit A, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides Blackboard, or Blackboard provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date: 07/01/2016**

**Fees and Payment Terms**

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

**Incorporated Contract Documents**

<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>

Client acknowledges that it has reviewed and accepts each of the above contract documents.

**The following Exhibits are attached to this Agreement:**

Exhibit A – Fees

Exhibit B – Additional Notes Regarding Licensed Software and Services

## EXHIBIT A

### Fees

Product Code	Product Name	QTY	Product or Service Description	Year 1 07/01/2016- 06/30/2017
PL-APT	Blackboard Mobile Communications App	642 Students	Annual Fees	\$ 608.40
PL-APT-IMP	Implementation: Mobile Communications App	1	One-Time Fees	\$ 0.00
SCH-C2E	Blackboard Web Community Manager Essential	1 Sites	Annual Fees	\$ 1,518.97
			<b>Total</b>	<b>\$ 2,127.37</b>

\* While the Subscription Fees for each of the annual or other periods reflected in the table above are stated as fixed Subscription Fees, the fees due for each annual period following the initial period (which is either Year 1 or a partial year period) may be increased by a percentage amount no greater than the applicable increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers, U.S. City Average ("CPI-U"). In each instance, the CPI-U will be measured over a twelve (12) month period which ends on the month which is six (6) months immediately prior to the first month of the contract year for which the increase would apply. Blackboard would notify Client of any such increase in the invoice submitted prior to the contract year at issue. For increases that may apply to renewal or other periods following the term of years reflected in the table above, please refer to the applicable provisions of the Agreement.

## EXHIBIT B

### Additional Notes Regarding Licensed Software and Services

#### **Schoolwires Centricity2 Essential**

Support Package	Premium
Hosted By	Schoolwires
FlexSites (also known as Sections)	250 per Site
Storage	4 GB per Site
Bandwidth	10 GB per month per Site

#### **Template Library**

Client is granted the right, during the Term, to access and use the web-based library of templates made generally available by Schoolwires as part of the Template Library subscription which is specified in the Master Agreement. Client's rights to use these templates shall be subject to the terms and conditions of the Master Agreement which govern the use of Licensed Software.

By signing below, each of Blackboard and Client represent that a) this Agreement has received all necessary approvals and that each party is authorized to enter into this contract and b) Client has reviewed and accepted all of the contract documents incorporated into or attached to this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

**Blackboard**

**EDEN AREA ROP**

Bill Jones  
Name of Authorized Blackboard Officer

\_\_\_\_\_  
Name of Authorized EDEN AREA ROP Representative

Associate General Counsel  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Blackboard Internal Use Only:

Service Agency:	
Account Manager:	Lovada Walker





**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Marites Fermin, Business Manager  
**SUBJECT:** Request the Governing Board to approve the Contract with Century Carpet, Inc. for Carpet Flooring Services for the 2016-2017 Fiscal Year

## **BACKGROUND**

The Eden Area Regional Occupational Program contracts for carpet flooring services when safety hazards, wear and tear or renovation projects warrant replacement.

## **CURRENT SITUATION**

The attached contract provides details of the carpet flooring service contracts with Century Carpet, Inc. for the 2016-2017 fiscal year.

## **CONSENT CALENDAR**



RE: ROOM H-1-B

**DATE** 4.21.2016

**SALESMAN**                      **JOHN LEE**

**DATE PROMISED** TBD

**JOB SITE: ROOM H-1-B**

**SOLD TO EDEN AREA ROP**

**ATTN: DALE GARRISON**

E-MAIL: DGARRISON@EDENROP.ORG

ADDRESS 26316 HESPERIAN BLVD

**TEL: 510 815 4810**

**FAX: 510 293 8325**

CITY HAYWARD

CA

[illegible]



# Century Carpet, Inc.

703 A Street • Hayward • CA 94541  
Tel: (510) 886-7555 • SF (415) 252-0650 SJ • (408) 293-0608  
Fax: (510) 886-7577 • [www.CenturyCarpet.biz](http://www.CenturyCarpet.biz) • LIC #960320

SOLD TO EDEN AREA ROP

ATTN : DALE GARRISON

E-MAIL: DGARRISON@EDENROP.ORG

ADDRESS 26316 HESPERIAN BLVD

TEL: 510 815 4810 FAX: 510 293 8325

CITY HAYWARD

CA

RE: ROOM H-1-A

DATE 4.21.2016

SALESMAN JOHN LEE

DATE PROMISED TBD

JOB SITE: ROOM H-1-A

DESCRIPTION	WIDTH / LENGTH	UNIT PRICE	COST
Provide and install new Carpet Tile, Mohawk Get Moving, Color: Indigo Balk	600 sq ft	\$5.75 sq ft	\$3,450.00
Provide and install new 4" Rubber Wall Base, color: Blue Bonnet	323 lf	\$3.25 lf	\$1,050.00
Work to be performed normal business hours. Prevailing Wage Project.			
No furniture moving, vapor emission control, abatement			
Less Discount for No Demo of existing floorcovering			(\$300.00)
REMARK			
Contract prices are inclusive of all new first quality materials, all labor and any applicable taxes,			
If you have any question, please call John Lee at (510) 886-7555.			
FURNITURE IN ROOM _ YES _ NO			
SUBTOTAL			\$4,200.00
SALES TAX 10.00%			\$336.00
TOTAL			\$4,536.00
BALANCE			
TERMS:			NET

I agree to terms and conditions of this contract.

By X John Lee Seller

By X John Lee Purchaser 8/3/16



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Marites Fermin, Business Manager  
**SUBJECT:** Request the Governing Board to approve the Contract with Zamora & Sons Painting for Painting Services for the 2016-2017 Fiscal Year

## **BACKGROUND**

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

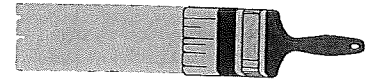
## **CURRENT SITUATION**

The attached contract provides details of the painting service contracts with Zamora & Sons Painting for the 2016-2017 fiscal year.

## **CONSENT CALENDAR**



**Zamora & Sons Painting**  
**1526 Havenscourt Boulevard**  
**Oakland, California 94621**



**Office: (510) 638-2057 Cellular: (510) 798-8446**  
**License # 647565**

**PROPOSAL and CONTRACT**

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe Road, Sacramento, California 95827.

Date: July 20, 2016

To: Eden Area ROP  
 26316 Hesperian Boulevard  
 Hayward, CA 94545 (510) 293-2906  
 Attn: Marites Fermin

Job Name: Eden ROP 2016 Building H.2-F.2

[mfermin@edenrop.org](mailto:mfermin@edenrop.org)

Dear Ms. Fermin:

The undersigned proposes to furnish all materials and perform all labor on the following described real property:

As described below

necessary to complete the following work of improvement in accordance with the plans and specifications attached hereto, and by reference incorporated herewith.

**Bldg H1 (medical):** Repaint two large classrooms  
 Repaint hallway and 4 doors

- Repair damaged surfaces caused by electrical work in one classroom
- Prepare surfaces in new carpentry work in other classroom
  - Apply one full coat of primer
  - Apply two coats of finish top coat

**Bldg F:** Repaint hallway

All of the above work to be completed in a substantial and workmanlike manner according to standard practices on or before **5-6** working days save and except for any delays caused by strikes, Acts of God, or other unforeseen happenstances over which the contractor has no control, for the sum of:

**Six thousand five hundred dollars (\$6,500.00)**

***Payments to be made as follows:***

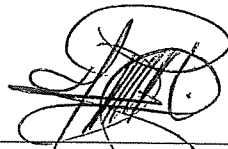
Down payment upon signing contract:	\$ 1,500.00
Upon completion of job:	\$ 5,000.00

Eden ROP 2016 Building H.2-F.2

The entire amount is to be paid upon completion of work, unless otherwise indicated. Any alteration or deviation from the above specifications involving extra cost of material or labor, will only be executed upon written orders for same, and will become any extra charge over the sum mentioned in this contract. All agreements must be made in writing.

This proposal shall be binding upon the contractor for a period not to exceed 60 days, unless earlier revoked by written notice of revocation prior to acceptance, at which time, this proposal shall terminate automatically. No contractual rights arise until this proposal is accepted in writing.

Respectfully submitted,

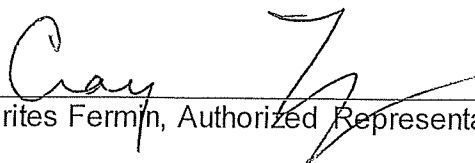


FRANCISCO ZAMORA  
ZAMORA & SONS PAINTING

7/21/16

**ACCEPTANCE**

The above proposal is hereby accepted as contract according to the terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof.

  
Marites Fernan, Authorized Representative

Date: 7/21/16



**Zamora & Sons Painting**  
1526 Havenscourt Boulevard  
Oakland, California 94621



Office: (510) 638-2057 Cellular: (510) 798-8446  
License # 647565

## PROPOSAL and CONTRACT

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe Road, Sacramento, California 95827.

Date: June 15, 2016

To: Eden Area ROP  
26316 Hesperian Boulevard  
Hayward, CA 94545 (510) 293-2906  
Attn: Marites Fermin

Job Name: Eden ROP 2016 Building H

[mfermin@edenrop.org](mailto:mfermin@edenrop.org)

Dear Ms. Fermin:

The undersigned proposes to furnish all materials and perform all labor on the following described real property:

As described below

necessary to complete the following work of improvement in accordance with the plans and specifications attached hereto, and by reference incorporated herewith.

<b>Bldg H1 (medical):</b>	Repaint women's and men's bathroom, including doors
<b>Bldg H2:</b>	Repaint first responders tool room

All of the above work to be completed in a substantial and workmanlike manner according to standard practices on or before 4-5 working days save and except for any delays caused by strikes, Acts of God, or other unforeseen happenstances over which the contractor has no control, for the sum of:

**Three thousand dollars (\$3,000.00)**

### *Payments to be made as follows:*

Down payment upon signing contract:	\$ 500.00
Upon completion of job:	\$ 2,500.00

The entire amount is to be paid upon completion of work, unless otherwise indicated. Any alteration or deviation from the above specifications involving extra cost of material or labor, will only be executed upon written orders for same, and will become any extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Eden ROP 2016 Building H

This proposal shall be binding upon the contractor for a period not to exceed 60 days, unless earlier revoked by written notice of revocation prior to acceptance, at which time, this proposal shall terminate automatically. No contractual rights arise until this proposal is accepted in writing.

Respectfully submitted,

  
FRANCISCO ZAMORA  
ZAMORA & SONS PAINTING

7/2/16

**ACCEPTANCE**

The above proposal is hereby accepted as contract according to the terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof.

  
Marites Fermin, Authorized Representative

Date:

7/5/16





**Zamora & Sons Painting**  
**1526 Havenscourt Boulevard**  
**Oakland, California 94621**



**Office: (510) 638-2057 Cellular: (510) 798-8446**  
**License # 647565**

**PROPOSAL and CONTRACT**

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe Road, Sacramento, California 95827.

Date: July 18, 2016

To: Eden Area ROP  
26316 Hesperian Boulevard  
Hayward, CA 94545 (510) 293-2906  
Attn: Marites Fermin

Job Name: Eden ROP 2016 Building C.2

[mfermin@edenrop.org](mailto:mfermin@edenrop.org)

Dear Ms. Fermin:

The undersigned proposes to furnish all materials and perform all labor on the following described real property:

As described below

necessary to complete the following work of improvement in accordance with the plans and specifications attached hereto, and by reference incorporated herewith.

**Bldg C – 11**

Repaint 5 doors, 3 window frames and all walls

- Cover all areas not to be painted
- Seal cracks/holes in walls
- Apply one full coat of primer
- Apply two coats of finish top coat

Paint 4 benches in picnic area B3

- Apply one full coat of primer
- Apply two coats of epoxy top coat (same color to existing tables)

All of the above work to be completed in a substantial and workmanlike manner according to standard practices on or before **2-3** working days save and except for any delays caused by strikes, Acts of God, or other unforeseen happenstances over which the contractor has no control, for the sum of:

**Two thousand two hundred dollars (\$2,200.00)**

***Payments to be made as follows:***

Upon completion of job:


\$2,200.00

Eden ROP 2016 Building C.2

The entire amount is to be paid upon completion of work, unless otherwise indicated. Any alteration or deviation from the above specifications involving extra cost of material or labor, will only be executed upon written orders for same, and will become any extra charge over the sum mentioned in this contract. All agreements must be made in writing.

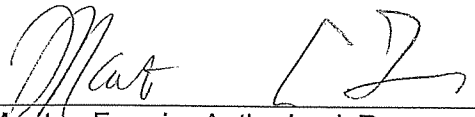
This proposal shall be binding upon the contractor for a period not to exceed 60 days, unless earlier revoked by written notice of revocation prior to acceptance, at which time, this proposal shall terminate automatically. No contractual rights arise until this proposal is accepted in writing.

Respectfully submitted,

 7/19/2016  
\_\_\_\_\_  
FRANCISCO ZAMORA  
ZAMORA & SONS PAINTING

**ACCEPTANCE**

The above proposal is hereby accepted as contract according to the terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof.

 Date: 7/19/16  
\_\_\_\_\_  
Marites Fermin, Authorized Representative



**Zamora & Sons Painting**  
1526 Havenscourt Boulevard  
Oakland, California 94621



Office: (510) 638-2057 Cellular: (510) 798-8446  
License # 647565

**PROPOSAL and CONTRACT**

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe Road, Sacramento, California 95827.

Date: June 15, 2016

To: Eden Area ROP  
26316 Hesperian Boulevard  
Hayward, CA 94545 (510) 293-2906  
Attn: Marites Fermin

Job Name: Eden ROP 2016 Building F

[mfermin@edenrop.org](mailto:mfermin@edenrop.org)

Dear Ms. Fermin:

The undersigned proposes to furnish all materials and perform all labor on the following described real property:

As described below

necessary to complete the following work of improvement in accordance with the plans and specifications attached hereto, and by reference incorporated herewith.

**Bldg F4 (auto 1):**

Paint entry hallway  
Paint men's bathroom

All of the above work to be completed in a substantial and workmanlike manner according to standard practices on or before 2-3 working days save and except for any delays caused by strikes, Acts of God, or other unforeseen happenstances over which the contractor has no control, for the sum of:

**Two thousand dollars (\$2,000.00)**

***Payments to be made as follows:***

Down payment upon signing contract:	\$ 500.00
Upon completion of job:	\$ 1,500.00

The entire amount is to be paid upon completion of work, unless otherwise indicated. Any alteration or deviation from the above specifications involving extra cost of material or labor, will only be executed upon written orders for same, and will become any extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Eden ROP 2016 Building F

This proposal shall be binding upon the contractor for a period not to exceed 60 days, unless earlier revoked by written notice of revocation prior to acceptance, at which time, this proposal shall terminate automatically. No contractual rights arise until this proposal is accepted in writing.

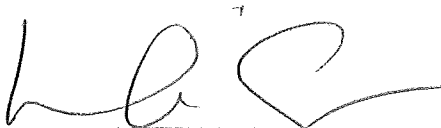
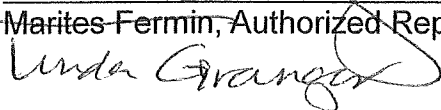
Respectfully submitted,

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FRANCISCO ZAMORA  
ZAMORA & SONS PAINTING

**ACCEPTANCE**

The above proposal is hereby accepted as contract according to the terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof.

  
\_\_\_\_\_  
Marites Fermin, Authorized Representative  


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

09-23-16





**Zamora & Sons Painting**  
**1526 Havenscourt Boulevard**  
**Oakland, California 94621**



**Office: (510) 638-2057 Cellular: (510) 798-8446**  
**License # 647565**

**PROPOSAL and CONTRACT**

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe Road, Sacramento, California 95827.

Date: June 15, 2016

To: Eden Area ROP  
26316 Hesperian Boulevard  
Hayward, CA 94545 (510) 293-2906  
Attn: Marites Fermin

Job Name: Eden ROP 2016 Building G

[mfermin@edenrop.org](mailto:mfermin@edenrop.org)

Dear Ms. Fermin:

The undersigned proposes to furnish all materials and perform all labor on the following described real property:

As described below

necessary to complete the following work of improvement in accordance with the plans and specifications attached hereto, and by reference incorporated herewith.

**Bldg G3 (welding):**  
**Bldg G4 (culinary):**

Paint wall by sink – ½ grey approximately 8-9" high and sink  
Repaint men's and women's bathroom  
Paint entry hallway and doors

All of the above work to be completed in a substantial and workmanlike manner according to standard practices on or before **4-5** working days save and except for any delays caused by strikes, Acts of God, or other unforeseen happenstances over which the contractor has no control, for the sum of:

**Three thousand dollars (\$3,000.00)**

***Payments to be made as follows:***

Down payment upon signing contract:	\$ 500.00
Upon completion of job:	\$ 2,500.00

Eden ROP 2016 Building G

The entire amount is to be paid upon completion of work, unless otherwise indicated. Any alteration or deviation from the above specifications involving extra cost of material or labor, will only be executed upon written orders for same, and will become any extra charge over the sum mentioned in this contract. All agreements must be made in writing.

This proposal shall be binding upon the contractor for a period not to exceed 60 days, unless earlier revoked by written notice of revocation prior to acceptance, at which time, this proposal shall terminate automatically. No contractual rights arise until this proposal is accepted in writing.

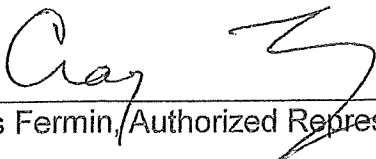
Respectfully submitted,



FRANCISCO ZAMORA  
ZAMORA & SONS PAINTING

**ACCEPTANCE**

The above proposal is hereby accepted as contract according to the terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof.



Marites Fermin, Authorized Representative

Date:

7/11/16



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with Rhea Settles for Fall 2016

## **BACKGROUND**

Three years ago we began offering evening classes for adults. As the program grew, the need for a full time administrator to grow the program was needed. The board approved the creation of this position last year.

## **CURRENT SITUATION**

While the administrator overseeing this position is out on leave, we need to have someone provide the services to students and staff that are typically completed by an administrator. Rhea Settles has agreed to work with us on Tuesday and Thursday evenings while the classes are in session so that we can continue our classes as planned. Contracted services will be provided September through December 2016.

## **CONSENT CALENDAR**

## AGREEMENT FOR SERVICE

### **THIS AGREEMENT FOR SERVICE** (this "Agreement") for the 2016-2017 school year

BETWEEN

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

#### **OF THE FIRST PART**

-AND-

Rhea Settles  
(the "Service Provider")

#### **OF THE SECOND PART**

#### **BACKGROUND:**

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

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

#### **Services Provided**

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
  - Classroom supervision of all adult evening programs, including arranging for coverage if a teacher is late
  - Managing supply orders as needed for the adult evening programs in conjunction with the business department
  - Answer program related questions and resolve issues that may arise
  - Complete all required paperwork for students receiving state assistance in program participation in conjunction with the appropriate ROP staff
  - Provide guidance on employment opportunities to students as appropriate



- And any other duties as outlined by the Assistant Director for Adult Programs

### **Term of Agreement**

2. The term of this Agreement will begin on September 13, 2016 and will remain in full force and effect until December 22, 2016, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

### **Performance**

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

### **Compensation**

4. The service provider will be paid \$175 per hour for her work on Tuesdays and Thursdays during the term of this agreement from 4:30-8:30 pm.
5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

### **Additional Compensation**

7. Any additional hours worked will be determined in writing by mutual agreement in advance of the hours worked.

### **Confidentiality**

8. 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**

9. 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.

### **Assignment**

10. 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**

11. 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**

12. 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**

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

- a. Eden Area ROP  
26316 Hesperian Blvd, Hayward, California, 94545  
Fax Number: 510-293-8325
- b. Rhea Settles  
PO Box 509 El Cerrito, CA 94530  
Email Address: rhealavette@yahoo.com

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

### **Costs and Legal Expenses**

14. 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**

15. 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**

16. 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**

17. 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**

18. 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.

### **Enurement**

19. 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**

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

### **Titles/Headings**

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

### **Gender**

22. 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**

23. 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**

24. 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**

25. 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**

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

SIGNED AND DELIVERED  
in the presence of

  
\_\_\_\_\_  
Rhea Settles

\_\_\_\_\_  
August 2, 2016  
Date

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

\_\_\_\_\_  
Date



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Marites Fermin, Business Manager  
**SUBJECT:** Request the Governing Board to approve the Contract with AT&T for Telephone Services

## BACKGROUND

Each year the Eden Area Regional Occupational Program contracts for telephone services. Currently we are using old PBX instead of the new digital system.

## CURRENT SITUATION

The attached contract provides details of the new digital phone system for the 2016-2017 fiscal year. AT&T can migrate us into the 21<sup>st</sup> technology of digital system at a streamlined fashion which will allow us to have access to the digital world without encountering any issues, cut our cost down to almost half and prepare us for Voice over IP (VOIP) technology. It will allow us to retire our antiquated PBX phone system, in favor of a more reliable solution with integrated voice and data functionality.

### Fiscal Impact:

Estimated \$15,000 annual savings in phone bill.

## CONSENT CALENDAR



AT&amp;T MA Reference No. MA1390656UA

**AT&T SECURE NETWORK GATEWAY SERVICES  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
EDEN AREA ROP 26316 HESPERIAN BLVD HAYWARD CA 94545 United States of America	AT&T Corp
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b> <input type="checkbox"/> <b>Primary AT&amp;T Contact</b>
Name: Robert Remley Title: DIRECTOR 26316 HESPERIAN BLVD HAYWARD CA 94545 United States of America Telephone: 5102932920 Fax: Email: rremley@edenrop.org Customer Account Number or Master Account Number: MA1390656UA	Name: Craig Dimalanta 5001 Executive Pkwy San Ramon CA 94583 United States of America Telephone: 5103322937 Fax: Email: cd8323@att.com Sales/Branch Manager: ALLIE BORG SCVP Name: Sales Strata: National Business Market Sales Region: United States <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Telephone Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**1. SERVICES**

<b>AT&amp;T Managed Security Services (MSS)</b>	<b>Service Publication Location</b>
<ul style="list-style-type: none"> <li>AT&amp;T Premises-Based Firewall Service as described in this Pricing Schedule in Exhibit J</li> </ul>	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MSS">http://serviceguidenew.att.com/sg_flashPlayerPage/MSS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	24 months
<b>Pricing Schedule Term Start Date</b>	First day of first full billing cycle following implementation of this Pricing Schedule in AT&T's billing system
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule
<b>Pricing Schedule Term Automatic Extension for AT&amp;T Premises-Based Firewall Service</b>	One 12-Month automatic extension unless either party provides the other written notice at least thirty (30) days before the expiration of the then current Pricing Schedule Term. Minimum Payment Period applies during the Automatic Extension.

**3. MINIMUM PAYMENT PERIOD**

<b>Service Components</b>	<b>Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period†</b>	<b>Minimum Payment Period per Service Component*</b>
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

†Termination Charges will be based on the net change in monthly service fees if Customer downgrades a Service Component.  
\*Does not apply if Customer terminates a Service within thirty (30) calendar days after the date that same Service is first provisioned and made available for use.

**4. NOTIFICATION PERIOD**

<b>Service and Service Component Withdrawals during Pricing Schedule Term</b>	
<b>Prior Notice Required from AT&amp;T to Withdraw and Terminate a Service</b>	12 months
<b>Prior Notice Required from AT&amp;T to Withdraw and Terminate a Service Component</b>	120 days



**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**5. ADDITIONAL TERMS AND CONDITIONS**

**5.1. Compliance with Laws**

When using the Service, Customer is responsible for, designs and sets all filtering and interception policies (Security Policies). AT&T undertakes only to implement the Security Policies. As between AT&T and Customer, Customer is solely responsible for obtaining and complying with the authorizations, licenses and permissions required by law for use of the Service and to notify and obtain consents from end users for implementation of the Security Policies regarding interception and/or monitoring of communications, including email and Internet use. Customer agrees to and to secure end-user agreement to provide reasonable cooperation with AT&T in connection with responses to requests or requirements of a regulator, authority or other competent governmental body concerning the Service.

**5.2. Taxes**

AT&T intends to charge and collect taxes based on the delivery of any Third Party Software, Maintenance, and AT&T Services to the address provided above for Customer. For the avoidance of doubt, Customer acknowledges and agrees that it will be responsible for all taxes (including associated interest and penalties) arising from or relating to any distribution or delivery of any Third Party Software, Maintenance, or AT&T Services by Customer to (or otherwise any use by) any [affiliate] or [end user] of Customer.

**5.3. Country Currency for the Bundle: USD**

**5.4. Additional Bundle Discount**

The Bundled Discount applies to Monthly Recurring Charges only and requires purchase of at least two (2) Services under this Pricing Schedule.

**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE  
EXHIBIT J**

**6. AT&T PREMISES-BASED FIREWALL SERVICE RATES**

**6.1. Service Components**

Service Component (per seat)	List Rate (MRC)	Discount	Net Price (MRC)	Additional Bundle Discount	Net Price After Bundle Discount
<b>AT&amp;T Premises-Based Firewall - Check Point</b>					
AT&T Premises-Based Firewall - Check Point 2205 SA	\$900.00	5%	\$855.0000	8%	\$786.6000
AT&T Premises-Based Firewall - Check Point 4407 SA	\$1,680.00	5%	\$1,596.0000	8%	\$1,468.3200
AT&T Premises-Based Firewall - Check Point 4607 SA	\$2,200.00	5%	\$2,090.0000	8%	\$1,922.8000
AT&T Premises-Based Firewall - Check Point 4807 SA	\$3,000.00	5%	\$2,850.0000	8%	\$2,622.0000
AT&T Premises-Based Firewall - Check Point 2205 HA	\$1,650.00	5%	\$1,567.5000	8%	\$1,442.1000
AT&T Premises-Based Firewall - Check Point 4407 HA	\$2,680.00	5%	\$2,546.0000	8%	\$2,342.3200
AT&T Premises-Based Firewall - Check Point 4607 HA	\$3,500.00	5%	\$3,325.0000	8%	\$3,059.0000
AT&T Premises-Based Firewall - Check Point 4807 HA	\$4,800.00	5%	\$4,560.0000	8%	\$4,195.2000
<b>AT&amp;T Premises-Based Firewall - UTM - Fortinet</b>					
AT&T Premises-Based Firewall - UTM - Fortinet FWF-80CM SA	\$500.00	5%	\$475.0000	8%	\$437.0000
AT&T Premises-Based Firewall - UTM - Fortinet 100D SA	\$600.00	5%	\$570.0000	8%	\$524.4000
AT&T Premises-Based Firewall - UTM - Fortinet 300C SA	\$1,380.00	5%	\$1,311.0000	8%	\$1,206.1200
AT&T Premises-Based Firewall - UTM - Fortinet 600C SA	\$1,930.00	5%	\$1,833.5000	8%	\$1,686.8200
AT&T Premises-Based Firewall - UTM - Fortinet 800C SA	\$2,130.00	5%	\$2,023.5000	8%	\$1,861.6200
AT&T Premises-Based Firewall - UTM - Fortinet 1240B SA	\$3,550.00	5%	\$3,372.5000	8%	\$3,102.7000
AT&T Premises-Based Firewall - UTM - Fortinet FWF-80CM HA	\$1,050.00	5%	\$997.5000	8%	\$917.7000
AT&T Premises-Based Firewall - UTM - Fortinet 100D HA	\$1,250.00	5%	\$1,187.5000	8%	\$1,092.5000
AT&T Premises-Based Firewall - UTM - Fortinet 300C HA	\$2,400.00	5%	\$2,280.0000	8%	\$2,097.6000
AT&T Premises-Based Firewall - UTM - Fortinet 600C HA	\$3,250.00	5%	\$3,087.5000	8%	\$2,840.5000
AT&T Premises-Based Firewall - UTM - Fortinet 800C HA	\$3,680.00	5%	\$3,496.0000	8%	\$3,216.3200
AT&T Premises-Based Firewall - UTM - Fortinet 1240B HA	\$6,450.00	5%	\$6,127.5000	8%	\$5,637.3000
<b>AT&amp;T Premises-Based Firewall - Cisco</b>					
AT&T Premises-Based Firewall - Cisco ASA 5515X SA	\$730.00	5%	\$693.5000	8%	\$638.0200
AT&T Premises-Based Firewall - Cisco ASA 5525X SA	\$1,300.00	5%	\$1,235.0000	8%	\$1,136.2000
AT&T Premises-Based Firewall - Cisco ASA 5545X SA	\$1,900.00	5%	\$1,805.0000	8%	\$1,660.6000
AT&T Premises-Based Firewall - Cisco ASA 5555X SA	\$2,430.00	5%	\$2,308.5000	8%	\$2,123.8200
AT&T Premises-Based Firewall - Cisco ASA 5585-S10 SA	\$3,080.00	5%	\$2,926.0000	8%	\$2,691.9200
AT&T Premises-Based Firewall - Cisco ASA 5585-S20 SA	\$4,450.00	5%	\$4,227.5000	8%	\$3,889.3000
AT&T Premises-Based Firewall - Cisco ASA 5585-S40 SA	\$7,730.00	5%	\$7,343.5000	8%	\$6,756.0200
AT&T Premises-Based Firewall - Cisco ASA 5585-S60 SA	\$11,530.00	5%	\$10,953.5000	8%	\$10,077.2200
AT&T Premises-Based Firewall - Cisco ASA 5515X HA	\$1,450.00	5%	\$1,377.5000	8%	\$1,267.3000
AT&T Premises-Based Firewall - Cisco ASA 5525X HA	\$2,230.00	5%	\$2,118.5000	8%	\$1,949.0200
AT&T Premises-Based Firewall - Cisco ASA 5545X HA	\$3,300.00	5%	\$3,135.0000	8%	\$2,884.2000
AT&T Premises-Based Firewall - Cisco ASA 5555X HA	\$4,180.00	5%	\$3,971.0000	8%	\$3,653.3200
AT&T Premises-Based Firewall - Cisco ASA 5585-S10 HA	\$5,380.00	5%	\$5,111.0000	8%	\$4,702.1200
AT&T Premises-Based Firewall - Cisco ASA 5585-S20 HA	\$8,130.00	5%	\$7,723.5000	8%	\$7,105.6200
AT&T Premises-Based Firewall - Cisco ASA 5585-S40 HA	\$14,700.00	5%	\$13,965.0000	8%	\$12,847.8000
AT&T Premises-Based Firewall - Cisco ASA 5585-S60 HA	\$22,300.00	5%	\$21,185.0000	8%	\$19,490.2000
<b>AT&amp;T Premises-Based Firewall - UTM - Juniper</b>					

**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE  
EXHIBIT J**

AT&T Premises-Based Firewall - UTM - Juniper SRX220 SA	\$730.00	5%	\$693.5000	8%	\$638.0200
AT&T Premises-Based Firewall - UTM - Juniper SRX240 SA	\$1,330.00	5%	\$1,263.5000	8%	\$1,162.4200
AT&T Premises-Based Firewall - UTM - Juniper SRX650 SA	\$3,200.00	5%	\$3,040.0000	8%	\$2,796.8000
AT&T Premises-Based Firewall - UTM - Juniper SRX1400 SA	\$3,550.00	5%	\$3,372.5000	8%	\$3,102.7000
AT&T Premises-Based Firewall - UTM - Juniper SRX220 HA	\$1,380.00	5%	\$1,311.0000	8%	\$1,206.1200
AT&T Premises-Based Firewall - UTM - Juniper SRX240 HA	\$2,280.00	5%	\$2,166.0000	8%	\$1,992.7200
AT&T Premises-Based Firewall - UTM - Juniper SRX650 HA	\$5,880.00	5%	\$5,586.0000	8%	\$5,139.1200
AT&T Premises-Based Firewall - UTM - Juniper SRX1400 HA	\$6,600.00	5%	\$6,270.0000	8%	\$5,768.4000
<b>AT&amp;T Premises-Based Firewall - Juniper</b>					
AT&T Premises-Based Firewall - Juniper SRX220 SA	\$500.00	5%	\$475.0000	8%	\$437.0000
AT&T Premises-Based Firewall - Juniper SRX240 SA	\$1,050.00	5%	\$997.5000	8%	\$917.7000
AT&T Premises-Based Firewall - Juniper SRX650 SA	\$2,050.00	5%	\$1,947.5000	8%	\$1,791.7000
AT&T Premises-Based Firewall - Juniper SRX1400 SA	\$2,800.00	5%	\$2,660.0000	8%	\$2,447.2000
AT&T Premises-Based Firewall - Juniper SRX220 HA	\$1,100.00	5%	\$1,045.0000	8%	\$961.4000
AT&T Premises-Based Firewall - Juniper SRX240 HA	\$1,750.00	5%	\$1,662.5000	8%	\$1,529.5000
AT&T Premises-Based Firewall - Juniper SRX650 HA	\$3,550.00	5%	\$3,372.5000	8%	\$3,102.7000
AT&T Premises-Based Firewall - Juniper SRX1400 HA	\$5,050.00	5%	\$4,797.5000	8%	\$4,413.7000
<b>AT&amp;T Premises-Based Firewall - Fortinet</b>					
AT&T Premises-Based Firewall - Fortinet FWF-80CM SA	\$450.00	5%	\$427.5000	8%	\$393.3000
AT&T Premises-Based Firewall - Fortinet 100D SA	\$500.00	5%	\$475.0000	8%	\$437.0000
AT&T Premises-Based Firewall - Fortinet 300C SA	\$1,150.00	5%	\$1,092.5000	8%	\$1,005.1000
AT&T Premises-Based Firewall - Fortinet 600C SA	\$1,550.00	5%	\$1,472.5000	8%	\$1,354.7000
AT&T Premises-Based Firewall - Fortinet 800C SA	\$1,680.00	5%	\$1,596.0000	8%	\$1,468.3200
AT&T Premises-Based Firewall - Fortinet 1240B SA	\$2,630.00	5%	\$2,498.5000	8%	\$2,298.6200
AT&T Premises-Based Firewall - Fortinet FWF-80CM HA	\$950.00	5%	\$902.5000	8%	\$830.3000
AT&T Premises-Based Firewall - Fortinet 100D HA	\$1,080.00	5%	\$1,026.0000	8%	\$943.9200
AT&T Premises-Based Firewall - Fortinet 300C HA	\$1,950.00	5%	\$1,852.5000	8%	\$1,704.3000
AT&T Premises-Based Firewall - Fortinet 600C HA	\$2,500.00	5%	\$2,375.0000	8%	\$2,185.0000
AT&T Premises-Based Firewall - Fortinet 800C HA	\$2,750.00	5%	\$2,612.5000	8%	\$2,403.5000
AT&T Premises-Based Firewall - Fortinet 1240B HA	\$4,600.00	5%	\$4,370.0000	8%	\$4,020.4000
<b>AT&amp;T Premises-Based Firewall - Next Generation - SA Bundle</b>					
AT&T Premises-Based Firewall - Next Generation - SA Bundle PA200	\$1,290.00	5%	\$1,225.5000	8%	\$1,127.4600
AT&T Premises-Based Firewall - Next Generation - SA Bundle PA500	\$1,860.00	5%	\$1,767.0000	8%	\$1,625.6400
AT&T Premises-Based Firewall - Next Generation - SA Bundle PA3020	\$4,150.00	5%	\$3,942.5000	8%	\$3,627.1000
AT&T Premises-Based Firewall - Next Generation - SA Bundle PA3050	\$6,240.00	5%	\$5,928.0000	8%	\$5,453.7600

**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE  
EXHIBIT J**

AT&T Premises-Based Firewall - Next Generation - SA Bundle PA5020	\$9,620.00	5%	\$9,139.0000	8%	\$8,407.8800
AT&T Premises-Based Firewall - Next Generation - SA Bundle PA5050	\$15,910.00	5%	\$15,114.5000	8%	\$13,905.3400
AT&T Premises-Based Firewall - Next Generation - SA Bundle PA5060	\$28,500.00	5%	\$27,075.0000	8%	\$24,909.0000
<b>AT&amp;T Premises-Based Firewall - Next Generation - HA Bundle</b>					
AT&T Premises-Based Firewall - Next Generation - HA Bundle PA200	\$1,950.00	5%	\$1,852.5000	8%	\$1,704.3000
AT&T Premises-Based Firewall - Next Generation - HA Bundle PA500	\$2,720.00	5%	\$2,584.0000	8%	\$2,377.2800
AT&T Premises-Based Firewall - Next Generation - HA Bundle PA3020	\$5,950.00	5%	\$5,652.5000	8%	\$5,200.3000
AT&T Premises-Based Firewall - Next Generation - HA Bundle PA3050	\$9,030.00	5%	\$8,578.5000	8%	\$7,892.2200
AT&T Premises-Based Firewall - Next Generation - HA Bundle PA5020	\$13,890.00	5%	\$13,195.5000	8%	\$12,139.8600
AT&T Premises-Based Firewall - Next Generation - HA Bundle PA5050	\$23,270.00	5%	\$22,106.5000	8%	\$20,337.9800
AT&T Premises-Based Firewall - Next Generation - HA Bundle PA5060	\$42,000.00	5%	\$39,900.0000	8%	\$36,708.0000
<b>AT&amp;T Premises-Based Firewall - Next Generation - SA Base</b>					
AT&T Premises-Based Firewall - Next Generation - SA Base PA200	\$790.00	5%	\$750.5000	8%	\$690.4600
AT&T Premises-Based Firewall - Next Generation - SA Base PA500	\$1,550.00	5%	\$1,472.5000	8%	\$1,354.7000
AT&T Premises-Based Firewall - Next Generation - SA Base PA3020	\$3,620.00	5%	\$3,439.0000	8%	\$3,163.8800
AT&T Premises-Based Firewall - Next Generation - SA Base PA3050	\$5,800.00	5%	\$5,510.0000	8%	\$5,069.2000
AT&T Premises-Based Firewall - Next Generation - SA Base PA5020	\$8,930.00	5%	\$8,483.5000	8%	\$7,804.8200
AT&T Premises-Based Firewall - Next Generation - SA Base PA5050	\$15,170.00	5%	\$14,411.5000	8%	\$13,258.5800
AT&T Premises-Based Firewall - Next Generation - SA Base PA5060	\$27,640.00	5%	\$26,258.0000	8%	\$24,157.3600
<b>AT&amp;T Premises-Based Firewall - paloalto</b>					
AT&T Premises-Based Firewall - paloalto PA200 SA	\$480.00	5%	\$456.0000	8%	\$419.5200
AT&T Premises-Based Firewall - paloalto PA500 SA	\$1,020.00	5%	\$969.0000	8%	\$891.4800
AT&T Premises-Based Firewall - paloalto PA3020 SA	\$1,950.00	5%	\$1,852.5000	8%	\$1,704.3000
AT&T Premises-Based Firewall - paloalto PA3050 SA	\$2,910.00	5%	\$2,764.5000	8%	\$2,543.3400
AT&T Premises-Based Firewall - paloalto PA5020 SA	\$3,880.00	5%	\$3,686.0000	8%	\$3,391.1200
AT&T Premises-Based Firewall - paloalto PA5050 SA	\$6,770.00	5%	\$6,431.5000	8%	\$5,916.9800
AT&T Premises-Based Firewall - paloalto PA5060 SA	\$12,130.00	5%	\$11,523.5000	8%	\$10,601.6200
AT&T Premises-Based Firewall - paloalto PA200 HA	\$1,000.00	5%	\$950.0000	8%	\$874.0000
AT&T Premises-Based Firewall - paloalto PA500 HA	\$1,790.00	5%	\$1,700.5000	8%	\$1,564.4600
AT&T Premises-Based Firewall - paloalto PA3020 HA	\$3,530.00	5%	\$3,353.5000	8%	\$3,085.2200
AT&T Premises-Based Firewall - paloalto PA3050 HA	\$5,260.00	5%	\$4,997.0000	8%	\$4,597.2400

**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE  
EXHIBIT J**

AT&T Premises-Based Firewall - paloalto PA5020 HA	\$7,860.00	5%	\$7,467.0000	8%	\$6,869.6400
AT&T Premises-Based Firewall - paloalto PA5050 HA	\$13,100.00	5%	\$12,445.0000	8%	\$11,449.4000
AT&T Premises-Based Firewall - paloalto PA5060 HA	\$23,700.00	5%	\$22,515.0000	8%	\$20,713.8000
<b>AT&amp;T Premises-Based Firewall - Next Generation - HA Base</b>					
AT&T Premises-Based Firewall - Next Generation - HA Base PA200	\$1,330.00	5%	\$1,263.5000	8%	\$1,162.4200
AT&T Premises-Based Firewall - Next Generation - HA Base PA500	\$2,390.00	5%	\$2,270.5000	8%	\$2,088.8600
AT&T Premises-Based Firewall - Next Generation - HA Base PA3020	\$5,400.00	5%	\$5,130.0000	8%	\$4,719.6000
AT&T Premises-Based Firewall - Next Generation - HA Base PA3050	\$8,440.00	5%	\$8,018.0000	8%	\$7,376.5600
AT&T Premises-Based Firewall - Next Generation - HA Base PA5020	\$13,060.00	5%	\$12,407.0000	8%	\$11,414.4400
AT&T Premises-Based Firewall - Next Generation - HA Base PA5050	\$22,350.00	5%	\$21,232.5000	8%	\$19,533.9000
AT&T Premises-Based Firewall - Next Generation - HA Base PA5060	\$41,060.00	5%	\$39,007.0000	8%	\$35,886.4400
<b>AT&amp;T Premises-Based Firewall - Small Business - Fortinet</b>					
AT&T Premises-Based Firewall - Small Business - Fortinet Standard	\$375.00	12%	\$330.0000	8%	\$303.6000
AT&T Premises-Based Firewall - Small Business - Fortinet Premium	\$625.00	12%	\$550.0000	8%	\$506.0000
<b>AT&amp;T Premises-Based Firewall - Small Business - Check Point</b>					
AT&T Premises-Based Firewall - Small Business - Check Point 2205 SBS SA 500	\$490.00	0%	\$490.0000	8%	\$450.8000
<b>AT&amp;T Premises-Based Firewall - Small Business - Fortinet Option</b>					
AT&T Premises-Based Firewall - Small Business - Fortinet Option VPN	\$99,999,999.99	0%	\$99,999,999.9900	8%	\$91,999,999.9908
<b>AT&amp;T Premises-Based Firewall - Option - ASI</b>					
AT&T Premises-Based Firewall - Option - ASI ASI	\$320.00	5%	\$304.0000	8%	\$279.6800
AT&T Premises-Based Firewall - Option - S2S S2S	\$100.00	5%	\$95.0000	8%	\$87.4000
AT&T Premises-Based Firewall - Option - C2S C2S	\$40.00	5%	\$38.0000	8%	\$34.9600
AT&T Premises-Based Firewall - Option - CXE CXE	\$240.00	5%	\$228.0000	8%	\$209.7600
<b>AT&amp;T Premises-Based Firewall - UTM - Option - ASI</b>					
AT&T Premises-Based Firewall - UTM - Option - ASI ASI	\$320.00	5%	\$304.0000	8%	\$279.6800
AT&T Premises-Based Firewall - UTM - Option - S2S S2S	\$100.00	5%	\$95.0000	8%	\$87.4000
AT&T Premises-Based Firewall - UTM - Option - C2S C2S	\$40.00	5%	\$38.0000	8%	\$34.9600
AT&T Premises-Based Firewall - UTM - Option - CXE CXE	\$240.00	5%	\$228.0000	8%	\$209.7600
AT&T Premises-Based Firewall - UTM - Option - URL URL	\$160.00	5%	\$152.0000	8%	\$139.8400
AT&T Premises-Based Firewall - UTM - Option - AV AV	\$160.00	5%	\$152.0000	8%	\$139.8400
AT&T Premises-Based Firewall - UTM - Option - IDPS IDPS	\$680.00	5%	\$646.0000	8%	\$594.3200
AT&T Premises-Based Firewall - UTM - Option - IDPS ATS IDPS ATS	\$1,140.00	5%	\$1,083.0000	8%	\$996.3600

**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE  
EXHIBIT J**

<b>AT&amp;T Premises-Based Firewall - Next Generation - Option - URL</b>					
AT&T Premises-Based Firewall - Next Generation - Option - URL URL	\$160.00	5%	\$152.0000	8%	\$139.8400
AT&T Premises-Based Firewall - Next Generation - Option - TP TP	\$780.00	5%	\$741.0000	8%	\$681.7200
AT&T Premises-Based Firewall - Next Generation - Option - ZD ZD	\$260.00	5%	\$247.0000	8%	\$227.2400
AT&T Premises-Based Firewall - Next Generation - Option - ASI ASI	\$320.00	5%	\$304.0000	8%	\$279.6800
AT&T Premises-Based Firewall - Next Generation - Option - CXE CXE	\$240.00	5%	\$228.0000	8%	\$209.7600
AT&T Premises-Based Firewall - Next Generation - Option - S2S S2S	\$100.00	5%	\$95.0000	8%	\$87.4000
<b>AT&amp;T Premises-Based Firewall - Small Business - Option - ASI</b>					
AT&T Premises-Based Firewall - Small Business - Option - ASI ASI	\$320.00	0%	\$320.0000	8%	\$294.4000
AT&T Premises-Based Firewall - Small Business - Option - S2S S2S	\$100.00	0%	\$100.0000	8%	\$92.0000
AT&T Premises-Based Firewall - Small Business - Option - C2S C2S	\$40.00	0%	\$40.0000	8%	\$36.8000
AT&T Premises-Based Firewall - Small Business - Option - CXE CXE	\$240.00	0%	\$240.0000	8%	\$220.8000

**6.2. One-Time Charges**

<b>Set Up Activity</b>	<b>List Rate (OTC)</b>	<b>Discount</b>	<b>Net Price (OTC)</b>
<b>AT&amp;T Premises-Based Firewall - Check Point - setup</b>			
AT&T Premises-Based Firewall - Check Point - setup 2205 SA	\$4,950.00	50%	\$2,475.0000
AT&T Premises-Based Firewall - Check Point - setup 4407 SA	\$5,830.00	50%	\$2,915.0000
AT&T Premises-Based Firewall - Check Point - setup 4607 SA	\$6,350.00	50%	\$3,175.0000
AT&T Premises-Based Firewall - Check Point - setup 4807 SA	\$6,630.00	50%	\$3,315.0000
AT&T Premises-Based Firewall - Check Point - setup 2205 HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Check Point - setup 4407 HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Check Point - setup 4607 HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Check Point - setup 4807 HA	\$9,030.00	50%	\$4,515.0000
<b>AT&amp;T Premises-Based Firewall - UTM - Fortinet - setup</b>			
AT&T Premises-Based Firewall - UTM - Fortinet - setup FWF-80CM SA	\$4,950.00	50%	\$2,475.0000

**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE  
EXHIBIT J**

<b>Set Up Activity</b>	<b>List Rate (OTC)</b>	<b>Discount</b>	<b>Net Price (OTC)</b>
AT&T Premises-Based Firewall - UTM - Fortinet - setup 100D SA	\$4,950.00	50%	\$2,475.0000
AT&T Premises-Based Firewall - UTM - Fortinet - setup 300C SA	\$5,830.00	50%	\$2,915.0000
AT&T Premises-Based Firewall - UTM - Fortinet - setup 600C SA	\$6,350.00	50%	\$3,175.0000
AT&T Premises-Based Firewall - UTM - Fortinet - setup 800C SA	\$6,350.00	50%	\$3,175.0000
AT&T Premises-Based Firewall - UTM - Fortinet - setup 1240B SA	\$6,350.00	50%	\$3,175.0000
AT&T Premises-Based Firewall - UTM - Fortinet - setup FWF-80CM HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - UTM - Fortinet - setup 100D HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - UTM - Fortinet - setup 300C HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - UTM - Fortinet - setup 600C HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - UTM - Fortinet - setup 800C HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - UTM - Fortinet - setup 1240B HA	\$9,030.00	50%	\$4,515.0000
<b>AT&amp;T Premises-Based Firewall - Cisco - setup</b>			
AT&T Premises-Based Firewall - Cisco - setup ASA 5515X SA	\$4,950.00	50%	\$2,475.0000
AT&T Premises-Based Firewall - Cisco - setup ASA 5525X SA	\$5,830.00	50%	\$2,915.0000
AT&T Premises-Based Firewall - Cisco - setup ASA 5545X SA	\$6,350.00	50%	\$3,175.0000
AT&T Premises-Based Firewall - Cisco - setup ASA 5555X SA	\$6,630.00	50%	\$3,315.0000
AT&T Premises-Based Firewall - Cisco - setup ASA 5585-S10 SA	\$7,380.00	50%	\$3,690.0000
AT&T Premises-Based Firewall - Cisco - setup ASA 5585-S20 SA	\$7,380.00	50%	\$3,690.0000
AT&T Premises-Based Firewall - Cisco - setup ASA 5585-S40 SA	\$7,380.00	50%	\$3,690.0000
AT&T Premises-Based Firewall - Cisco - setup ASA 5585-S60 SA	\$7,380.00	50%	\$3,690.0000
AT&T Premises-Based Firewall - Cisco - setup ASA 5515X HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Cisco - setup ASA 5525X HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Cisco - setup ASA 5545X HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Cisco - setup ASA 5555X HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Cisco - setup ASA	\$9,030.00	50%	\$4,515.0000

**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE  
EXHIBIT J**

<b>Set Up Activity</b>	<b>List Rate (OTC)</b>	<b>Discount</b>	<b>Net Price (OTC)</b>
5585-S10 HA			
AT&T Premises-Based Firewall - Cisco - setup ASA 5585-S20 HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Cisco - setup ASA 5585-S40 HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Cisco - setup ASA 5585-S60 HA	\$9,030.00	50%	\$4,515.0000
<b>AT&amp;T Premises-Based Firewall - UTM - Juniper - setup</b>			
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX220 SA	\$6,000.00	50%	\$3,000.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX240 SA	\$6,000.00	50%	\$3,000.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX650 SA	\$6,000.00	50%	\$3,000.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX1400 SA	\$6,000.00	50%	\$3,000.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX220 HA	\$8,800.00	50%	\$4,400.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX240 HA	\$8,800.00	50%	\$4,400.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX650 HA	\$8,800.00	50%	\$4,400.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX1400 HA	\$8,800.00	50%	\$4,400.0000
<b>AT&amp;T Premises-Based Firewall - Juniper - setup</b>			
AT&T Premises-Based Firewall - Juniper - setup SRX220 SA	\$4,950.00	50%	\$2,475.0000
AT&T Premises-Based Firewall - Juniper - setup SRX240 SA	\$5,830.00	50%	\$2,915.0000
AT&T Premises-Based Firewall - Juniper - setup SRX650 SA	\$6,350.00	50%	\$3,175.0000
AT&T Premises-Based Firewall - Juniper - setup SRX1400 SA	\$6,630.00	50%	\$3,315.0000
AT&T Premises-Based Firewall - Juniper - setup SRX220 HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Juniper - setup SRX240 HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Juniper - setup SRX650 HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Juniper - setup SRX1400 HA	\$9,030.00	50%	\$4,515.0000
<b>AT&amp;T Premises-Based Firewall - Fortinet - setup</b>			
AT&T Premises-Based Firewall - Fortinet - setup FWF- 80CM SA	\$4,950.00	50%	\$2,475.0000
AT&T Premises-Based Firewall - Fortinet - setup 100D SA	\$4,950.00	50%	\$2,475.0000
AT&T Premises-Based Firewall - Fortinet - setup 300C	\$5,830.00	50%	\$2,915.0000



**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE  
EXHIBIT J**

<b>Set Up Activity</b>	<b>List Rate (OTC)</b>	<b>Discount</b>	<b>Net Price (OTC)</b>
SA			
AT&T Premises-Based Firewall - Fortinet - setup 600C SA	\$6,350.00	50%	\$3,175.0000
AT&T Premises-Based Firewall - Fortinet - setup 800C SA	\$6,350.00	50%	\$3,175.0000
AT&T Premises-Based Firewall - Fortinet - setup 1240B SA	\$6,630.00	50%	\$3,315.0000
AT&T Premises-Based Firewall - Fortinet - setup FWF-80CM HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Fortinet - setup 100D HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Fortinet - setup 300C HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Fortinet - setup 600C HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Fortinet - setup 800C HA	\$9,030.00	50%	\$4,515.0000
AT&T Premises-Based Firewall - Fortinet - setup 1240B HA	\$9,030.00	50%	\$4,515.0000
<b>AT&amp;T Premises-Based Firewall - paloalto - setup</b>			
AT&T Premises-Based Firewall - paloalto - setup PA200 SA	\$3,600.00	50%	\$1,800.0000
AT&T Premises-Based Firewall - paloalto - setup PA500 SA	\$4,240.00	50%	\$2,120.0000
AT&T Premises-Based Firewall - paloalto - setup PA3020 SA	\$4,620.00	50%	\$2,310.0000
AT&T Premises-Based Firewall - paloalto - setup PA3050 SA	\$4,820.00	50%	\$2,410.0000
AT&T Premises-Based Firewall - paloalto - setup PA5020 SA	\$5,370.00	50%	\$2,685.0000
AT&T Premises-Based Firewall - paloalto - setup PA5050 SA	\$5,370.00	50%	\$2,685.0000
AT&T Premises-Based Firewall - paloalto - setup PA5060 SA	\$5,370.00	50%	\$2,685.0000
AT&T Premises-Based Firewall - paloalto - setup PA200 HA	\$6,570.00	50%	\$3,285.0000
AT&T Premises-Based Firewall - paloalto - setup PA500 HA	\$6,570.00	50%	\$3,285.0000
AT&T Premises-Based Firewall - paloalto - setup PA3020 HA	\$6,570.00	50%	\$3,285.0000
AT&T Premises-Based Firewall - paloalto - setup PA3050 HA	\$6,570.00	50%	\$3,285.0000
AT&T Premises-Based Firewall - paloalto - setup PA5020 HA	\$6,570.00	50%	\$3,285.0000
AT&T Premises-Based Firewall - paloalto - setup PA5050 HA	\$6,570.00	50%	\$3,285.0000
AT&T Premises-Based Firewall - paloalto - setup PA5060 HA	\$6,570.00	50%	\$3,285.0000

**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE  
EXHIBIT J**

<b>Set Up Activity</b>	<b>List Rate (OTC)</b>	<b>Discount</b>	<b>Net Price (OTC)</b>
<b>AT&amp;T Premises-Based Firewall - Next Generation - SA Bundle - setup</b>			
AT&T Premises-Based Firewall - Next Generation - SA Bundle - setup PA200	\$6,780.00	50%	\$3,390.0000
AT&T Premises-Based Firewall - Next Generation - SA Bundle - setup PA500	\$7,620.00	50%	\$3,810.0000
AT&T Premises-Based Firewall - Next Generation - SA Bundle - setup PA3020	\$8,100.00	50%	\$4,050.0000
AT&T Premises-Based Firewall - Next Generation - SA Bundle - setup PA3050	\$8,350.00	50%	\$4,175.0000
AT&T Premises-Based Firewall - Next Generation - SA Bundle - setup PA5020	\$9,090.00	50%	\$4,545.0000
AT&T Premises-Based Firewall - Next Generation - SA Bundle - setup PA5050	\$9,090.00	50%	\$4,545.0000
AT&T Premises-Based Firewall - Next Generation - SA Bundle - setup PA5060	\$9,090.00	50%	\$4,545.0000
<b>AT&amp;T Premises-Based Firewall - Next Generation - HA Bundle - setup</b>			
AT&T Premises-Based Firewall - Next Generation - HA Bundle - setup PA200	\$10,300.00	50%	\$5,150.0000
AT&T Premises-Based Firewall - Next Generation - HA Bundle - setup PA500	\$10,300.00	50%	\$5,150.0000
AT&T Premises-Based Firewall - Next Generation - HA Bundle - setup PA3020	\$10,300.00	50%	\$5,150.0000
AT&T Premises-Based Firewall - Next Generation - HA Bundle - setup PA3050	\$10,300.00	50%	\$5,150.0000
AT&T Premises-Based Firewall - Next Generation - HA Bundle - setup PA5020	\$10,300.00	50%	\$5,150.0000
AT&T Premises-Based Firewall - Next Generation - HA Bundle - setup PA5050	\$10,300.00	50%	\$5,150.0000
AT&T Premises-Based Firewall - Next Generation - HA Bundle - setup PA5060	\$10,300.00	50%	\$5,150.0000
<b>AT&amp;T Premises-Based Firewall - Next Generation - SA Base - setup</b>			
AT&T Premises-Based Firewall - Next Generation - SA Base - setup PA200	\$3,600.00	50%	\$1,800.0000
AT&T Premises-Based Firewall - Next Generation - SA Base - setup PA500	\$4,240.00	50%	\$2,120.0000
AT&T Premises-Based Firewall - Next Generation - SA Base - setup PA3020	\$4,620.00	50%	\$2,310.0000
AT&T Premises-Based Firewall - Next Generation - SA Base - setup PA3050	\$4,820.00	50%	\$2,410.0000
AT&T Premises-Based Firewall - Next Generation - SA Base - setup PA5020	\$5,370.00	50%	\$2,685.0000
AT&T Premises-Based Firewall - Next Generation - SA Base - setup PA5050	\$5,370.00	50%	\$2,685.0000
AT&T Premises-Based Firewall - Next Generation - SA Base - setup PA5060	\$5,370.00	50%	\$2,685.0000

**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE  
EXHIBIT J**

<b>Set Up Activity</b>	<b>List Rate (OTC)</b>	<b>Discount</b>	<b>Net Price (OTC)</b>
<b>AT&amp;T Premises-Based Firewall - Next Generation - HA Base - setup</b>			
AT&T Premises-Based Firewall - Next Generation - HA Base - setup PA200	\$6,570.00	50%	\$3,285.0000
AT&T Premises-Based Firewall - Next Generation - HA Base - setup PA500	\$6,570.00	50%	\$3,285.0000
AT&T Premises-Based Firewall - Next Generation - HA Base - setup PA3020	\$6,570.00	50%	\$3,285.0000
AT&T Premises-Based Firewall - Next Generation - HA Base - setup PA3050	\$6,570.00	50%	\$3,285.0000
AT&T Premises-Based Firewall - Next Generation - HA Base - setup PA5020	\$6,570.00	50%	\$3,285.0000
AT&T Premises-Based Firewall - Next Generation - HA Base - setup PA5050	\$6,570.00	50%	\$3,285.0000
AT&T Premises-Based Firewall - Next Generation - HA Base - setup PA5060	\$6,570.00	50%	\$3,285.0000
<b>AT&amp;T Premises-Based Firewall - Small Business - Fortinet - setup</b>			
AT&T Premises-Based Firewall - Small Business - Fortinet - setup Standard	\$0.00	0%	\$0.0000
AT&T Premises-Based Firewall - Small Business - Fortinet - setup Premium	\$0.00	0%	\$0.0000
<b>AT&amp;T Premises-Based Firewall - Small Business - Onsite Install - setup</b>			
AT&T Premises-Based Firewall - Small Business - Onsite Install - setup Install	\$550.00	0%	\$550.0000
<b>AT&amp;T Premises-Based Firewall - Small Business - Check Point - setup</b>			
AT&T Premises-Based Firewall - Small Business - Check Point - setup 2205 SBS SA 500	\$2,590.00	0%	\$2,590.0000
<b>AT&amp;T Premises-Based Firewall - Small Business - Consult Hours - setup</b>			
AT&T Premises-Based Firewall - Small Business - Consult Hours - setup Hours	\$250.00	0%	\$250.0000
<b>AT&amp;T Premises-Based Firewall - Small Business - Fortinet Option - setup</b>			
AT&T Premises-Based Firewall - Small Business - Fortinet Option - setup VPN	\$99,999,999.99	0%	\$99,999,999.9900
<b>AT&amp;T Premises-Based Firewall - Option - ASI - setup</b>			
AT&T Premises-Based Firewall - Option - ASI - setup ASI	\$2,000.00	50%	\$1,000.0000
AT&T Premises-Based Firewall - Option - S2S - setup S2S	\$540.00	50%	\$270.0000
AT&T Premises-Based Firewall - Option - C2S - setup C2S	\$670.00	50%	\$335.0000
AT&T Premises-Based Firewall - Option - CXE - setup CXE	\$2,000.00	50%	\$1,000.0000
<b>AT&amp;T Premises-Based Firewall - UTM - Option - ASI -</b>			

**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**AT&T PREMISES-BASED FIREWALL SERVICE  
EXHIBIT J**

<b>Set Up Activity</b>	<b>List Rate (OTC)</b>	<b>Discount</b>	<b>Net Price (OTC)</b>
<b>setup</b>			
AT&T Premises-Based Firewall - UTM - Option - ASI - setup ASI	\$2,000.00	50%	\$1,000.0000
AT&T Premises-Based Firewall - UTM - Option - S2S - setup S2S	\$540.00	50%	\$270.0000
AT&T Premises-Based Firewall - UTM - Option - C2S - setup C2S	\$670.00	50%	\$335.0000
AT&T Premises-Based Firewall - UTM - Option - CXE - setup CXE	\$2,000.00	50%	\$1,000.0000
AT&T Premises-Based Firewall - UTM - Option - URL - setup URL	\$340.00	50%	\$170.0000
AT&T Premises-Based Firewall - UTM - Option - AV - setup AV	\$340.00	50%	\$170.0000
AT&T Premises-Based Firewall - UTM - Option - IDPS - setup IDPS	\$940.00	50%	\$470.0000
AT&T Premises-Based Firewall - UTM - Option - IDPS ATS - setup IDPS ATS	\$3,600.00	50%	\$1,800.0000
<b>AT&amp;T Premises-Based Firewall - Next Generation - Option - URL - setup</b>			
AT&T Premises-Based Firewall - Next Generation - Option - URL - setup URL	\$280.00	50%	\$140.0000
AT&T Premises-Based Firewall - Next Generation - Option - TP - setup TP	\$2,940.00	50%	\$1,470.0000
AT&T Premises-Based Firewall - Next Generation - Option - ZD - setup ZD	\$280.00	50%	\$140.0000
AT&T Premises-Based Firewall - Next Generation - Option - ASI - setup ASI	\$2,000.00	50%	\$1,000.0000
AT&T Premises-Based Firewall - Next Generation - Option - CXE - setup CXE	\$2,000.00	50%	\$1,000.0000
AT&T Premises-Based Firewall - Next Generation - Option - S2S - setup S2S	\$540.00	50%	\$270.0000
<b>AT&amp;T Premises-Based Firewall - Small Business - Option - ASI - setup</b>			
AT&T Premises-Based Firewall - Small Business - Option - ASI - setup ASI	\$2,000.00	0%	\$2,000.0000
AT&T Premises-Based Firewall - Small Business - Option - S2S - setup S2S	\$540.00	0%	\$540.0000
AT&T Premises-Based Firewall - Small Business - Option - C2S - setup C2S	\$670.00	0%	\$670.0000
AT&T Premises-Based Firewall - Small Business - Option - CXE - setup CXE	\$2,000.00	0%	\$2,000.0000

**AT&T SECURE NETWORK GATEWAY SERVICE  
AT&T MANAGED SECURITY SERVICES  
AT&T CLOUD WEB SECURITY SERVICES  
PRICING SCHEDULE**

**7. CUSTOMER'S INITIAL ORDER**

This section describes the services the customer has ordered as of the pricing schedule effective date at the prices set forth in previous sections

**7.1. AT&T PREMISES-BASED FIREWALL SERVICE**

**7.1.1. Recurring Features**

<b>Service Component (per seat)</b>	<b>Quantity</b>
<b>Small Business - Fortinet</b>	
AT&T Premises-Based Firewall - Small Business - Fortinet	1

**8. Summary of Charges for Initial Order**

<b>Service</b>	<b>Monthly Recurring Charges less Discount*</b>	<b>One-Time Charges less Discount</b>
AT&T Premises-Based Firewall Service	<b>\$550.00</b>	<b>\$800.00</b>

\*Charges do not reflect the SNG bundle discount, if applicable



Sales Contact Information  
DIMALANTA; CRAIG  
5103322937  
cd8323@us.att.com

## eSign Fax Cover Sheet

**To:** AT&T Automated Fax Handling Service **From:**

**Fax:** 877-374-4632 or 877-eSignFax

**Total Pages:** 1  
(Excluding Fax Cover Sheet)

### Instructions:

Please do not make any changes to this cover page as your fax is returned to the sales representative using automated processing.

After Signing the Contract Document associated with this Fax Cover Sheet with your Signature, Title, and Date:

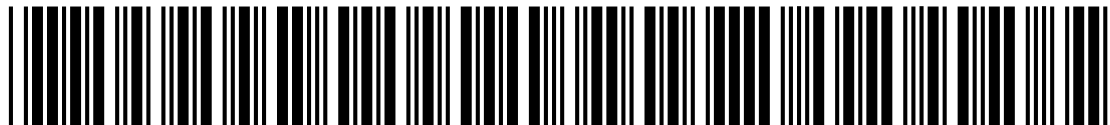
1. Place this Fax Cover Sheet as the First Page of the Signed Contract.  
For Multiple Contracts: Create a Contract Package by using each Fax Cover Sheet as a Contract Document Separator by placing each Cover Sheet as the First Page of the respective Contract.
2. Select resolution of 200 x 200 DPI when scanning the printed document
3. You may either send the Contract(s) via
  - Fax: Send the Contract(s) package to 877-374-4632 or 877-eSignFax
  - Copier with email capability: Send Contract(s) package as Tiff image to [esign@att.com](mailto:esign@att.com)
  - Scanner and email: Send as a Tiff image to [esign@att.com](mailto:esign@att.com)

If you have any questions or problems, please call your Sales Representative at 5103322937

Note: If you are purchasing or ordering an AT&T Business Network (ABN) Express Bundle, please remember to initial your response to the Mobility question for Section 5 and complete the Letter of Authorization. Letter of Authorization is required whenever you are purchasing Long Distance, Local or IP Services.

### Internal AT&T Use Only:

AT&T Sales Only: 3142421185@rfax.att.com



Request Id: 1204246  
Contract Id: 4739353



## Letter of Authorization to Obtain Customer Service Records Only

Customer Name: EDEN AREA ROP	AT&T	Customer Account #:
Customer Full Address & Zip: Street Address: 26316 HESPERIAN BLVD City: HAYWARD State/Province: CA Zip Code: 94545 Country: United States	AT&T Full Address & Zip: Name: CRAIG DIMALANTA Street Address: 795 FOLSOM ST City: SAN FRANCISCO State/Province: CA Zip Code: 94107 Country: United States Fax: 8888671810	Customer Contact: Tel. #: 5102932912  AT&T Contact: Tel. #: 5103322937 Email ID: cd8323@us.att.com
Master Customer No:		AE PID: 6T8Y

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. AT&T may request CSRs for all telephone lines associated with the main Billed Telephone Number(s) (BTN) listed below or in the attachment. If this authorization does not specify the specific BTNs, this appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location  (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Location Specific LOA (Specify applicable Billed Telephone Numbers and/or Working Telephone Numbers as attached)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER:		ACCEPTED BY AT&T:	
4. Signature:		8. Signature	
5. Printed Name:		9. Printed Name: eSign- CRAIG DIMALANTA	
6. Title:		10. Title:	
7. Date:		11. Date:	

This authorization shall continue in force unless and until revoked by the customer.



Sales Contact Information  
DIMALANTA; CRAIG  
5103322937  
cd8323@us.att.com

## eSign Fax Cover Sheet

**To:** AT&T Automated Fax Handling Service **From:**

**Fax:** 877-374-4632 or 877-eSignFax

**Total Pages:** 12  
(Excluding Fax Cover Sheet)

### Instructions:

Please do not make any changes to this cover page as your fax is returned to the sales representative using automated processing.

After Signing the Contract Document associated with this Fax Cover Sheet with your Signature, Title, and Date:

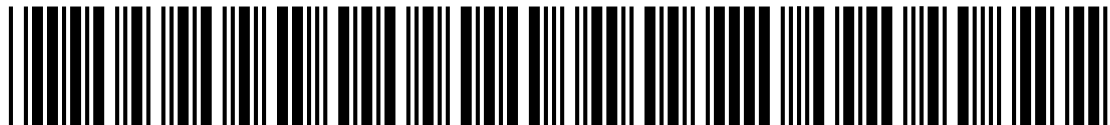
1. Place this Fax Cover Sheet as the First Page of the Signed Contract.  
For Multiple Contracts: Create a Contract Package by using each Fax Cover Sheet as a Contract Document Separator by placing each Cover Sheet as the First Page of the respective Contract.
2. Select resolution of 200 x 200 DPI when scanning the printed document
3. You may either send the Contract(s) via
  - Fax: Send the Contract(s) package to 877-374-4632 or 877-eSignFax
  - Copier with email capability: Send Contract(s) package as Tiff image to [esign@att.com](mailto:esign@att.com)
  - Scanner and email: Send as a Tiff image to [esign@att.com](mailto:esign@att.com)

If you have any questions or problems, please call your Sales Representative at 5103322937

Note: If you are purchasing or ordering an AT&T Business Network (ABN) Express Bundle, please remember to initial your response to the Mobility question for Section 5 and complete the Letter of Authorization. Letter of Authorization is required whenever you are purchasing Long Distance, Local or IP Services.

### Internal AT&T Use Only:

AT&T Sales Only: 3142421185@rfax.att.com



Request Id: 1204246  
Contract Id: 4739357





## Customer Signature Page

<b>Customer</b> EDEN AREA ROP Street Address: 26316 HESPERIAN BLVD City: HAYWARD State/Province: CA Zip Code: 945452458 Country: USA	<b>AT&amp;T</b> ATTCorp
<b>Customer Contact (for notices)</b> Name: Robert Remley Title: Manager Street Address: 26316 Hesperian Blvd. City: Hayward State/Province: CA Zip Code: 94545 Country: US Telephone: 5102932912 Fax: Email: rremley@edenrop.org Customer Account Number or Master Account:	<b>AT&amp;T Contact (for notices)</b> Street Address: 795 FOLSOM ST City: SAN FRANCISCO State/Province: CA Zip Code: 94107 Country: US  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Each document will become effective upon AT&T's Signature on the document itself. If the documents listed below include a Master Agreement, AT&T must countersign such Master Agreement before any of the listed documents will become effective.

Documents Appended:	Contract IDs:
MULTI-SERVICE AGREEMENT Contract ID 4739356_v1.pdf	4739356
AT&T MANAGED INTERNET SERVICE PRICING SCHEDULE Contract ID 4739354_v1.pdf	4739354
AT&T IP FLEXIBLE REACH PRICING SCHEDULE Contract ID 4739355_v1.pdf	4739355

With respect to Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at [http://serviceguidenew.att.com/sg\\_flashPlayerPage/BVOIP](http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP). Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



## MULTI-SERVICE AGREEMENT

Customer	AT&T
EDEN AREA ROP	AT&T Corp.
Street Address: 26316 HESPERIAN BLVD City: HAYWARD State/Province : CA Zip Code: 94545 Country: United States	
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Robert Remley Title: Manager Street Address: 26316 Hesperian Blvd. City: Hayward State/Province: CA Zip Code: 94545 Country: United States Telephone: 5102932912 Fax: Email: rremley@edenrop.org	Street Address: 795 FOLSOM ST City: SAN FRANCISCO State/Province: CA Zip Code: 94107 Country: United States  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
This Multi-Service Agreement between the customer named above ("Customer") and AT&T Corp. ("AT&T") is effective when signed by both parties.	
Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 4739357</i>	By: <i>Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 4739357</i>
Name:	Name:
Title:	Title:
Date:	Date:

**Agreement:** The terms and conditions for the products and services that AT&T provides to Customer under this Agreement ("Services") are found in this document and the following additional documents (collectively, the "Agreement"): (i) Tariffs, Guidebooks and Service Guides found at [att.com/service](http://att.com/service) publications; (ii) pricing schedules or other documents attached to or later executed by the parties and referencing this document ("Pricing Schedule"); and (iii) the Acceptable Use Policy ("AUP") found at [att.com/aup](http://att.com/aup). AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time and may direct Customer to websites other than listed above. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order, this Multi-Service Agreement, and the applicable Service Publications; provided that, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms. This Agreement continues so long as Services are provided under this Agreement.

**Affiliate Signature:** An AT&T or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause respective Affiliates to comply with any such separate and associated contract.

**Services:** AT&T will either provide or arrange to have its Affiliate provide Services to Customer and its Users (anyone who uses or accesses any Service provided to Customer), subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent. Customer will cause Users to comply with this Agreement and is responsible for their use of any Service unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses

**MULTI-SERVICE AGREEMENT**

the Internet or is a wireless (i.e., cellular) data or messaging Service, Customer, its Affiliates and Users will comply with the AUP.

**Ordering:** If an applicable Service Publication expressly permits placement of an order for a Service under this Multi-Service Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Multi-Service Agreement for the Service Ordered.

**Access to Premises:** Customer will in a timely manner allow AT&T to access or at Customer's expense obtain timely access to property (other than public property) and to equipment as AT&T reasonably requires for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

**Hazardous Materials:** Customer will ensure that the location where AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate any affected Service or any affected component of a Service ("Service Component") or suspend performance until Customer removes the hazardous materials.

**Independent Contractor Relationship:** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

**License and Other Terms:** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement.

Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

**Equipment:** Services may be provided using certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage (other than ordinary wear and tear) to the AT&T Equipment. The Site is the physical location where AT&T installs or provides a Service.

Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

**Prices, Pricing Schedule Term and Taxes:** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

Prices in the Pricing Schedules are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.

If required by law to withhold or deduct applicable taxes from payments due to AT&T, Customer must use reasonable commercial efforts to minimize any such taxes and must furnish to AT&T such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

**Billing, Payments, Deposits and MARC:** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees (i) for Tariff or Guidebook Services, at the rate specified therein; or (ii) for all other Services at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law. AT&T may require a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed.

If a Pricing Schedule includes a MARC and Customer's MARC-Eligible recurring and usage charges after deducting discounts and credits and excluding taxes, regulatory charges and charges for Purchased Equipment in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

**Termination and Suspension:** Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors.

AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

**MULTI-SERVICE AGREEMENT**

Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice.

AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

If Customer fails to rectify a violation of the AUP within 5 days after notice from AT&T, AT&T may suspend or terminate the affected Service Component. AT&T may suspend or terminate immediately if: (i) the suspension or termination is a response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that: (a) AT&T may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T allows the violation to continue; (b) the violation may harm or interfere with the integrity, normal operations or security of AT&T's network or of networks with which AT&T interconnects or may interfere with another customer's use of AT&T services or the Internet; or (c) the violation presents imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

**Termination Charges:** If prior to Cutover, Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination.

Thereafter, if Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination.

If Customer terminates a Pricing Schedule that has a MARC, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

In addition, Customer may terminate an affected Service Component without incurring termination charges if (a) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (b) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (c) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of, or assessment of or changes to additional charges such as surcharges or taxes.

**Disclaimer of Warranties and Liability:** AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND

MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

**Limitation of Liability:** AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT.

ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

**Indemnity:** Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; or (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement.

**Import/Export Control:** Customer and not AT&T is responsible for complying with import and export control laws, conventions and regulations applicable to any equipment, software or technical information that Customer moves or transmits between countries.

**ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY

**MULTI-SERVICE AGREEMENT**

JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

**General Provisions:** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises.

This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege.

Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes.

Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

This Agreement constitutes the entire agreement between the parties concerning its subject matter. Except as provided in License and Other Terms, above, this Agreement supersedes all previous agreements, whether written or oral.

This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

**Definitions:**

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



**AT&T MANAGED INTERNET SERVICE  
PRICING SCHEDULE**

Customer	AT&T
EDEN AREA ROP  Street Address: 26316 HESPERIAN BLVD City: HAYWARD State/Province : CA Zip Code: 94545 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary AT&T Contact
Name: Robert Remley Title: Manager Street Address: 26316 Hesperian Blvd. City: Hayward State/Province: CA Zip Code: 94545 Country: United States Telephone: 5102932912 Fax: Email: rremley@edenrop.org Customer Account Number or Master Account Number: 1-QVDH-53	Name: CRAIG DIMALANTA Street Address: 795 FOLSOM ST City: SAN FRANCISCO State/Province: CA Zip Code: 94107 Country: United States Telephone: 5103322937 Fax: 8888671810 Email: cd8323@us.att.com Sales/Branch Manager: GINO GIUSTI SCVP Name: ALISON BORG Sales Strata: Retail Sales Region: US-WEST With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name1: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**AT&T and Customer Confidential Information**

Page 1  
ASAP!

**AT&T MANAGED INTERNET SERVICE  
PRICING SCHEDULE****1. SERVICES**

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a>
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

Pricing Schedule Term	24 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

**4. GRANDFATHERING AND WITHDRAWAL**

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

**5. RATES****Section I: AT&T Managed Internet Service****Table 1: MIS Self – Installation**

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router	Undiscounted MIS w/ Virtual Router
Ethernet	\$1,500	\$1,500**	\$0.00

\*\*Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

**Table 2: On-Site Installation**

Discount: 50.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only
Ethernet	\$1,500

**AT&T and Customer Confidential Information**Page 2  
ASAP!

**AT&T MANAGED INTERNET SERVICE  
PRICING SCHEDULE****Table 3: Flat Rate and Flexible Bandwidth Billing Option – Ethernet**

Available bandwidth levels are subject to qualification at time of each order and may vary for MIS ports/access ordered with or without the Network on Demand option.

Bandwidth	Discounted Ethernet Access Monthly Fee	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
		Undiscounted MIS with Customer Router Monthly Fee	Undiscounted MIS with AT&T Managed Router Monthly Fee	
2 Mbps	\$500.00	\$260.00	\$388.00	\$355.00
4 Mbps	\$500.00	\$262.00	\$390.00	\$325.00
5 Mbps	\$500.00	\$263.00	\$391.00	\$270.00
8 Mbps	\$500.00	\$266.00	\$394.00	\$235.00
10 Mbps	\$500.00	\$268.00	\$396.00	\$198.00
20 Mbps	\$530.00	\$449.00	\$577.00	\$144.25
50 Mbps	\$640.00	\$813.00	\$955.00	\$95.50
100 Mbps	\$810.00	\$1,400.00	\$1,555.00	\$77.75
150 Mbps	\$810.00	\$1,800.00	\$1,965.00	\$65.50
250 Mbps	\$1,100.00	\$2,150.00	\$2,240.00	\$44.80
400 Mbps	\$1,300.00	\$2,700.00	\$3,380.00	\$42.25
500 Mbps	\$1,300.00	\$3,500.00	\$4,325.00	\$43.25
600 Mbps	\$1,300.00	\$4,096.00	\$4,840.00	\$40.33
1000 Mbps	\$2,000.00	\$4,505.00	\$5,620.00	\$28.10
<b>Discount:</b>		<b>60.0 %</b>	<b>60.0 %</b>	<b>100.0 %</b>

**Table 3.a: Flat Rate Billing Option – Ethernet (10 Mbps only)**

Available only for 10 Mbps bandwidth level, subject to qualification. Not available for MIS ports/access with the Network on Demand option, or MIS ports/access with Customer managed router, or MIS ordered with AT&T BVoIP Service.

Bandwidth	Discounted Ethernet Access Monthly Fee	Minimum Bandwidth Commitment Undiscounted MIS with AT&T Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
10 Mbps	\$374.52	\$396.00	Not Applicable
<b>Discount:</b>		<b>60.0 %</b>	

**Table 4: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees**

The Class of Service option is not available for MIS ports/access ordered with the Network on Demand option.

**Discount: 0.0 %**

Speed	Undiscounted MIS with or without Managed Router Monthly Service Fee*
9.01 to 10.0 Mbps	\$825
15.01 - 20.0 Mbps	\$1,325
45.01 – 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400

\*Applies to MIS Express Only and Charges waived for Sites with AT&T BVoIP Service

**Table 5: Class Of Service Option - Installation Fees**

**AT&T and Customer Confidential Information**

Page 3  
ASAP!



**AT&T MANAGED INTERNET SERVICE  
PRICING SCHEDULE****Discount: 0.0 %**

Class of Service Undiscounted Installation Fee*	\$1,000
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\*Charges waived for Sites with AT&amp;T BVoIP Service

**Section II: Additional Service Fees**

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location

**Section III: AT&T Business in a Box®**

AT&amp;T Business in a Box® is not available for MIS ports/access ordered with the Network on Demand option.

**Discount: 72.0 %**

Option	Undiscounted Monthly Service Charge*
Base Unit 12 Port	\$75.00
8 Port Analog Module Add-On	\$40.00

\* Pricing also applies to Service locations in Alaska

**Class Of Service Option - when ordered with AT&T BVoIP Services only****Discount: 100%**

Class of Service Monthly Service Fee	\$225*
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#Pricing also applies to Service locations in Alaska

This is the last page of the Pricing Document

**AT&T and Customer Confidential Information**Page 4  
ASAP!


**AT&T IP FLEXIBLE REACH  
PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
EDEN AREA ROP  Street Address: 26316 HESPERIAN BLVD City: HAYWARD State/Province: CA Zip Code: 94545 Country: United States	AT&T Corp.
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input type="checkbox"/> <b>Primary AT&amp;T Contact</b>
Name: Robert Remley Title: Manager Street Address: 26316 Hesperian Blvd. City: Hayward State/Province: CA Zip Code: 94545 Country: United States Telephone: 5102932912 Fax: Email: rremley@edenrop.org Customer Account Number or Master Account Number: 1-QVDH-53	Name: CRAIG DIMALANTA Street Address: 795 FOLSOM ST City: SAN FRANCISCO State/Province: CA Zip Code: 94107 Country: United States Telephone: 5103322937 Fax: 8888671810 Email: cd8323@us.att.com Sales/Branch Manager: GINO GIUSTI SCVP Name: ALISON BORG Sales Strata: Retail Sales Region: US-WEST <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. The Rates in this Pricing Schedule apply only to the Services ordered at the Site(s) identified in Customer's associated MIS Express Pricing Schedule and shall not apply to orders for Service at any other Customer locations.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at [http://serviceguidenew.att.com/sg\\_flashPlayerPage/BVOIP](http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP). Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: <i>Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 4739357</i>	By: <i>Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 4739357</i>
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T and Customer Confidential Information**

 Page 1  
 ASAP!



**AT&T IP FLEXIBLE REACH  
PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T IP Flexible Reach	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP">http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	<b>24</b>
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

**4. ADDITIONAL TERMS**

**Section I. Grandfathering and Withdrawal**

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

**Section II. White Pages, Yellow Pages, Directory Assistance**

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to AT&T Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. Customer (not AT&T) is solely responsible for complying with (1) and (2). If Customer supplies information to AT&T that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), Customer understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and Customer will indemnify and hold AT&T and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by AT&T, by any AT&T Affiliate, by Customer or by any third party as a result of Customer's breach of its obligation.



**AT&T IP FLEXIBLE REACH  
PRICING SCHEDULE**

**5. DISCOUNTS**

**Section I: Calling Plan Charges**

Calling Plan B (IP Local and IP Long Distance)		
Item	Type of Charge	Calling Plan Discount
Calling Plan Setup Fee	OTC per Site	100.0 %
Calling Plan Charge*	MRC, per Concurrent Call	20.0 %
Telephone Number Charge	MRC, per Number	0.0 %

Calling Plan C (IP Local and IP Long Distance Bundle)		
Item	Type of Charge	Calling Plan Discount
Calling Plan Setup Fee	OTC per Site	100.0 %
Calling Plan Charge	MRC, per Concurrent Call	71.0 %
Telephone Number Charge	MRC, per Number	100.0 %

**Section II: Off-Net Calling Charges**

Common Billable Elements		
Item	Type of Charge	Discount
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	10.0 %
Non-US Terminated Off-Net Calling Charge – fixed	Per Usage	10.0 %
Non-US Terminated Off-Net Calling Charge - mobile	Per Usage	10.0 %

**Section III: Additional Charges**

VoIP Module Card (applies only if AT&T MIS is the Underlying Transport Service, and Customer is using a TDM PBX)		
Item	Type of Charge	Discount
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	100.0 %

This is the last page of the Pricing Document



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Advisory Committee Meeting Minutes

## BACKGROUND

Every year, the Eden Area ROP hosts a regional advisory committee for all of the pathways in support of the four districts we serve. Convening advisory committees are a requirement of all CTE programs. The purpose of the advisory committees are to insure that our programs are meeting the needs of our business partners, that our curriculum remains relevant, and that we are providing programs that meet the labor market needs for our area.

## CURRENT SITUATION

At our last advisory meeting, teachers used the 11 elements of a quality CTE program as a structure to gain input about our program from our business partners. Teachers then used this information to complete the 11 elements self-assessment. Below are a list of the minutes attached from each of the advisory meetings.

Auto Painting	Culinary Science
Auto Technology	Dental Assisting
Bay Area Digital Arts	First Responders
Biotechnology	Graphics
Business Economics & Finance	Graphics/Yearbook
Careers in Education	Marketing
Computer Web/Programming	Medical Careers
Construction Technology	Merchandising
Criminal Justice	Welding

## CONSENT CALENDAR



## EdenAreaROP

Advisory Meeting Sign-In Sheet  
Photography – Jeff Baughman  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
Malcolm Davis	Ret. Public Educator / Photography	mdludite3@gmail.com
Billy Schmalfeldt	GoPro Customer Support	bSchmalfeldt@sbcblog.net
✓ Mace A. McDonald II	Nik by Google	mace510@gmail.com
<del>IVANIA PEREZ</del>	CASPER VALLEY HIGH / PIED	JENDESLE@CN.K12.CA.US
IVANIA PEREZ	IVANIA DUBON PHOTOGRAPHY	ivania2010@hotmail.com



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# EdenAreaROP

Advisory Meeting Sign-In Sheet  
Internet Engineering – Chris Burns  
November 4, 2015  
San Leandro Senior Center

& Brittany EMAIL

NAME	COMPANY	EMAIL
✓ JOHN MATRANGOLA	OSISOFT	JOHN@OSISOFT.COM
CHRIS BURNS	C.U.H.S	CURNS@C.U.H.S.CA.US
Paul Rose	Castro Valley USD	PROSE@C.V.K12.CA.US
Orlando Figueroa	Samsung SDS America	figueroa@gmail.com
Rich Schneck	Thad & L	rschneck@cvk12.ca.us





## EdenAreaROP

Advisory Meeting Sign-In Sheet  
Business Economics – Rick Charles  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
Linda Roark Rachel Mrozinski	Pete's Hardware Pete's Hardware	PetesACEHardware@yahoo Rmrozinski@peteshardware.com



# EdenAreaROP

Advisory Meeting Sign-In Sheet  
Computer Applications – Laura Tagliaro

November 4, 2015

San Leandro Senior Center

Rick Charles

NAME	COMPANY	EMAIL
Kathy Gatterer	CV Chamber	Kathy@Castrovalleychamber.com
Michael D. Young	Flouation Foundation	<del>Michael.D.Young@Flouation.org</del>
Andrea M. Young	Flouation Foundation	andreaemurse@gmail.com
Jim Gurele	CABINET Biz Solutions	jimg CABINETbizsolutions.com
Claudia Bonstrumante	PAGE 5	c4b0@page.com
ED Ramirez	JLC Corp.	ed@jlc.com
Alfred Mathew	NFTE	alfredo.mathew@nfte.com
Jack H. Hackett	IFMA	Jack.hackett@IFMA.org
<del>Michael Proski</del>	Petes Hardware	PetesACEHardware@yahoo
Rachel Mrozinski	Pete's Hardware	Rmrozinski@peteshardware.com



# EdenAreaROP

Advisory Meeting Sign-In Sheet  
Business Economics – Christina Charlton  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
Hayley Craig Linda Luis Jose Romero ✓ KETAN SHAH	Everfi Dolphin Graphics Tri Leadership KAISER PERMANENTE	hailey@everfi.com linda@dgn.com jose@teamtri.com ketanshah41@gmail



## EdenAreaROP

Advisory Meeting Sign-In Sheet  
Construction – Bill Deslaurier  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
✓ Brandon Kyse	RDO Equipment	bkyse@rdoequipment.com
✓ Ken Huguen	RDO Equipment	khugen@rdoequipment.com
✓ Chris Floerke	CCTC	Chris@cctc.edu
✓ MIKE CHRISTIAN	CHRISTIAN CONSTRUCTION	MIKECHRISTIAN@aol.com
✓ BILL DESLAURIER	EDENROP	bill@edenrop.org



# EdenAreaROP

Advisory Meeting Sign-In Sheet

~~Marketing Me~~ - Erika Emery

November 4, 2015

San Leandro Senior Center

Careers in  
Education

NAME	COMPANY	EMAIL
Leena Nieminen	Lots of Love Child Care	nieninenleena.10@gmail.com
Nicole Gatson	Pumpkinpatch Family Child Care Consultant	pumpkinpatchfcc@yahoo.com
Viviana Monter	Kidango	monter2015@gmail.com
Gina Badilla	Nanny - Private Home Care	gina.m.badilla@gmail.com
Deidra Daniels	Lots of Love Child Care Center	deidra-daniels@att.net
DeAngela Sanders	lots of love	sd.mari@gmail.com



## EdenAreaROP

Advisory Meeting Sign-In Sheet  
Auto Tech – David Espinoza  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
✓ PAT HENDRIX MARIO ARELLANO MARK GARCIA ✓ Cole Farrar	PRECISION MOTIVE Stop & Go Auto Repair MARK'S TRANSMISSIONS Precision Motive	PMOTIVE@AOL.COM mtsrepair@yahoo.com



# EdenAreaROP

Advisory Meeting Sign-In Sheet  
Entrepreneurship – Dawn Fregosa  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
✓ Zachary J Bortz	TransAmerica / WSB	ZacharyJBortz@gmail.com
Abraham Barroso	TransAmerica / WSB	abecru002@gmail.com
✓ Nicholas Serrato	Business Academy Office Admin	Serratonicholas16@gmail.com
✓ Gail Kiyomura	Lawrence Livermore National	gk1ydp@yahoo.com
Richard Fregosa	Fregosa Design Lab	richo@fregosadesign.com
✓ Josh Aufhauser	Sierra Club	joshauf@gmail.com
✓ Tina Hand	Intero Real Estate Services	thand@intero realestate.com
✓ Hank Deedrich	DEADRICH REAL ESTATE LLC	hank@deadrch.com
✓ Santiago Ayala Vivas	BA Office Administrator	Santiagopayalavigi@icloud.com



# EdenAreaROP

Advisory Meeting Sign-In Sheet  
Photography – Ken Gossett  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
Anthony Dimaano	Anthony Dimaano Photography	adimaano565L@gmail.com
✓ Makolm Davis	Retired Commercial Photography	mdludite3@gmail.com
Ivanica Perez	Ivanica Perez Photography	Ivanica2018@hotmail.com





## EdenAreaROP

Advisory Meeting Sign-In Sheet  
Photography – David Gurley  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
FRANKLIN ANERY David Gurley	ANERY PHOTO HUSD W+Eden	FL@FRANKLINANERY.COM FRANKLINANERY.COM F128@mac.com



# EdenAreaROP

Advisory Meeting Sign-In Sheet

Drama – Travis Kammet

November 4, 2015

San Leandro Senior Center

NAME	COMPANY	EMAIL
Travis Kammet	Hayward High School	TKammet@hwsd.k12.ca.us



# EdenAreaROP

Advisory Meeting Sign-In Sheet  
Floral – Judi Kaufmann  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
Cindy R. Hester Granger	A Street Florist	astreetflorist@earthlink.net
Kris Kruse	Folger Graphics	kriskruse@gmail.com
RICHARD KRUSE	PRECIS FLOWERS	PRECISFLOWERS@ATT.NET
DEBRA DELANEY	LYAN NAKAS INC.	LYANNAKAS@DELTAATT.NET
ABILEN Granger	A Street Florist	astreetflorist.net



# EdenAreaROP

Advisory Meeting Sign-In Sheet

~~Criminal Justice - David Chitimidas~~

November 4, 2015

San Leandro Senior Center

First Responder

NAME	COMPANY	EMAIL
1 ✓ Ben Daggett 2 ✓ ROB FRANK APO	Hayward Fire Dept. HAYWARD FIRE DEPT.	FF / Paramedic FF / Paramedic
✓ John Peters	EDEN ROP	John Peters 241 @GMAIL.COM
Marlene McDowell	FR teacher	
② ✓ STEVE WALSH	HAYWARD FD	Bal. Chief



# EdenAreaROP

Advisory Meeting Sign-In Sheet  
Video Production – Lance McVay  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	Johnson@ EMAIL
Kevin Johnson	BADA (Northstar Media Group)	<del>Kevin Johnson</del> sl2usd.org
Lance McVay	BADA SL2HS	LMcVay@SL2usd.org
Roy Miller Jr.	Northstar Media Group	roylex@gmail.com
Ray Godoy	Second Mortenese Films LLC	Raymundo.Godoy@Gmail.com
Son Bolt	Apple	jbolt@apple.com
Luther McGill	White Tiger Films	mcgillproductions@gmail.com
<del>Farris Kammet</del>	Hayward High School	TKammet@hwsd.k12.ca.us
Charles Brown	Berkeley Video Engineering	captcb@pacbell.net
Renz Adaya	Berkeley Video Engineering	renzpatrick_aday@yahoo.com



# EdenAreaROP

Advisory Meeting Sign-In Sheet  
Biotechnology – Sadia ~~Mohammed~~  
November 4, 2015  
San Leandro Senior Center

Laura  
O'Brien

NAME	COMPANY	EMAIL
✓ Laura O'Brien	Castro Valley H.S.	lobrien@cv.k12.ca.us
✓ Linda Brannauer	Santa Clara University	lbrannauer@scu.edu
✓ Gary Howard	GLADSTONE INSTITUTES	gshoward@sgglobal.net
✓ Matthew Kaser	Bell & Associates	m.kaser@comcast.net
✓ Emmanuel Quiroz	Bio-Rad Labs	equiroz7@gmail.com



## EdenAreaROP

Advisory Meeting Sign-In Sheet  
Dental Assisting – Kathy O'Brien  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
✓ Anissa Barrot Gerald Sao Hao Susan So STEVEN ROTH	U.O.P Dental Clinic Gerald E. Sao Hao, DDS Susan So orthodontics STEVEN A. ROTH, DDS Moy Dental Dr. David Johnson	Anissabarrot@yahoo.com Smileinaginer@gmail.com SUESODMD@gmail.com SROTH1@SBCGLOBAL.NET hmartinsda@hotmail.com crystaltoaiload@gmail.com



# EdenAreaROP

Advisory Meeting Sign-In Sheet  
Auto Refinishing – Daniel Pareja  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
✓ Juan L Martinez CHRISTOPHER G. PAREJA	Cummins Pacific FLYPLAST	CHICES@CHICESPAREJA.COM
✓ Edgar Suarez ✓ Angelica Tingue Daniel Pareja	COOKS Collision COOKS Collision Eden Area ROP	atingle@cooksollision.com danies@edenrop.org





# EdenAreaROP

Advisory Meeting Sign-In Sheet  
Auto Mechanics – Darren Reese  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
✓ TED FLEMING	PETERSON CAT	tfleming@petersoncat.com
✓ Bob Riggs	Momentum Chevrolet	MasterZLI@yahoo.com
✓ Dan DiCamillo	SLHS High school	ddicamillo@slusd.us
✓ ERIC AGUADO	WORLDSPAC	ERICA@WORLDSPAC.COM
✓ <del>ANWAR SMITH</del>	SLHS	ASHYERS@SLUSD.US
✓ <del>James [Signature]</del>	Momentum Chevrolet	



## EdenAreaROP

Advisory Meeting Sign-In Sheet  
Graphics – Deborah Reineiro  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
✓ King Gomez EMILIO GARCIA ✓ Verstin Firmin DECK CEE	Ideas - events PRECISION GRAPHICS Bar Assoc. of SF Pilot City.	Kmy gomez@gmail.com emilio@precisiongraphicsca.com kfirmi@sfbay.org DECKCEE@PILOTCTY.COM



# EdenAreaROP

Advisory Meeting Sign-In Sheet

Auto Tech – Jose Sanchez

November 4, 2015

San Leandro Senior Center

NAME	COMPANY	EMAIL
✓ ROY DORAL	DORAL'S AUTO	ROY DORAL@DORAL'S AUTO
✓ MIKE SHERBURNE	Chabot College	msherburne@chabotcollege.edu
✓ KURT SHADBOLT	Chabot College	kshadbolt@chabotcollege.edu
Fabian Franco	GILLIG LLC	Fabianfranco34@yahoo.com
LEN RENERY	U.T.I.	LRENERY@UTI.EDU



## EdenAreaROP

Advisory Meeting Sign-In Sheet  
Graphics – Lameisha Sherri  
November 4, 2015  
San Leandro Senior Center

NAME

COMPANY

EMAIL

✓ DAVID MORAGNE  
SABRINA ARANDA

CITY CENTRE DIGITAL MMP DAVID@CCDYPIED.COM  
HAYWARD UNITED SCHOOL DISTRICT Saranda@yahoo.com  
HUSD K12 LA US



# EdenAreaROP

Advisory Meeting Sign-In Sheet  
Culinary – Michael Schibler  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
GARY FREUND	CAL STATE EAST BAY	GARY.FREUND@CSUEASTBAY.EDU
Marcruz Lopez	Spartan Staffing	mlopez2@spartanstaffing.com
Jony Nunez	Spartan Staffing	Juneez@SpartanStaffing.Com
Michael Loy	Sugar Bowl Bakery	nghighly@gmail.com
Patricia Sandoval	P.S. Scrumptious! Catering	admin@PSSCRUMPTIOUS.COM
Tammy Wakerling	Castro Valley Moose Lodge	twakerling@gmail.com
Ann Simonson	Icing on the Cake Venture	icingonthecake@aol.com



## EdenAreaROP

Advisory Meeting Sign-In Sheet  
Marketing Me – Romy Shivers  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
Blaney Barr	FIDM	<del>blaneybarr</del> blaneybarr@dm.edu
Kathy Smith	Method Public Schools	KathySmith1@yahoo.com
✓ Jasmine Vance	DSM Biomedical	JVance@amethodschools.org
✓ Cynthia Fleury	State of Calif / Retired	Cynthia.Fleury@dsi.com
✓ Octavere Vance	Merced College	
Ronda Johnson	STOUTLINE	rjohnson@peralta.edu
TIFFANY GRIFFITH	Genentech	TIFFERIKF2919@GMAIL.COM
✓ CHARITA HILL-AVENT		Charitah@gene.com; INVEST432@yahoo.com



## EdenAreaROP

Advisory Meeting Sign-In Sheet  
Medical Careers – Deborah Taylor  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
✓ Ana Apodaca	Kaiser Permanente	Ana.Apodaca@stglobal.net
✓ DEBRA LAMBERT	Kaiser Permanente	debra.m.lambert@kp.org
Deborah K. Taylor	Medical Careers Instructor	



# EdenAreaROP

Advisory Meeting Sign-In Sheet  
 Photography – Jeff Vendsel  
 November 4, 2015  
 San Leandro Senior Center

NAME	COMPANY	EMAIL
JEFF VENSEL	CASTRO VALLEY PHOTOGRAPHY	JENSEL@CVRV.K12.CA.US
GREVE BABULJAK	FREEANCE PHOTOGRAPHY	510.520.1439. N/A
DANS CORPORA	PHOTOJOURNALIST	510.205.1351. N/A
LESLIE BURGESS	STUDIO 1 PHOTOGRAPHY	510.975.5197. 7155/N/A
JUDITH OKOLIE	Tennyson H.S. jokolie@husd.us	LEBURSS@STUDIO1EXPERIENCE.COM BABULJAK@GMAIL.COM CORPORA@COMCAST.NET





## EdenAreaROP

Advisory Meeting Sign-In Sheet  
Criminal Justice – Levine Visico / Taylor / David C.  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
David Chirba	Eden ROP	dchilimides@SLCUSD.org
Levine Visico	Eden Area ROP	Visico@edenrop.org
DR Marshall Mitzman	Fireprint Services / America	Mitman@Mailbox.org
Max Leung	Kennett College	leung_max93@yahoo.com
Sandra Spagnoli	City of San Leandro (give)	sspagnoli@sanleandro.ca.gov
John Taylor	Eden ROP	JTaylor@EdenROP.org



## EdenAreaROP

Advisory Meeting Sign-In Sheet  
Industrial Tech. – Barry Weiss  
November 4, 2015  
San Leandro Senior Center

NAME	COMPANY	EMAIL
Hunter Lower	Hayward HS	hlower@husd.us
Barry Weiss	S. Leandro H.S.	bweiss@SLUSD.US
Tim Rapley Bill Brittan Andres Parz	Kizani's Cabinets SolarCity San Jose Conservation Corps	timrapley@Kizani'sCal.com wbrittan@solarecity.com
Thomas Albrecht	San Jose Conservation Corps	talbrecht@scccharterschool.org



## EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Advisory Committee Meeting 2013-2014

<b>Program(s):</b>	<b>Auto Painting</b>
<b>Date:</b>	<b>November 5, 2015</b>
<b>Time:</b>	<b>6:00 p.m. – 8:00 p.m.</b>

### 1. Purpose of the Meeting/Introductions

Daniel Pareja called the meeting to order at 7:17 p.m. He welcomed guests, and explained that the goal of the meeting was to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Materials in the handout folders included: Agenda, Course Outlines, Review labor market information and future trends.

### 2. Business/Advisory Members Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Chris Pareja	Flip apps	CEO
Angie Tingle	Cooks Auto Body	Estimator
Edger Jurez	Cooks Auto Body	Estimator/CSR
Juan Martinez	Kamatsu	Fabricator

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Daniel Pareja	Eden Area ROP	Instructor
Craig Lang	Eden Area ROP	Director
Sheila Lawrence	Eden Area ROP	Offsite Programs Coordinator

### 4. Advisory Committee Members receiving invitations but were unable to attend

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Chris Montes	Martin Auto Color	Assistant Manager
Marlon Medina	PPG Training Center	Instructor
Peter Frolic	Total Sales	Sales Representative
Rich Mello	TGIF Auto body	Owner
Kathey Mello	TGIF auto Body	Owner
Lisa Davis	DNS auto body	Office Manager

### 5. Approval/Review of Minutes

Daniel Pareja presented minutes from the previous meeting of November 7, 2012. Chris Pareja the motion to approve the minutes of November 7, 2012 suggesting a



## EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Advisory Committee Meeting 2013-2014

Program(s):	Auto Painting
Date:	November 5, 2015
Time:	6:00 p.m. – 8:00 p.m.

correction in section #5 to the word minutes which was spelled incorrectly. Kathy Mello seconded the motion. Motion carried, minutes approved.

### 6. Curriculum Review

- Status of Previous Recommendations:  
Mr. Pareja updated the committee on suggestions from the last meeting. The committee suggested that we upgrade the current curriculum book to the 6<sup>th</sup> edition. Last year the committee recommended that a new electronic estimating program called “CCC1, Autotex and All Data” be added so students could learn how to do estimates electronically.
- **Member Input:**  
Members recommended internships and job shadowing for students  
Members also recommended that Mr. Pareja attend SEMA and NACE because the workshops that they provide at these events allow him to keep up with current market trends. There isn't an apprenticeship program in the industry so local businesses depend on programs like ROP to educate students in the industry.
- Course Description: Reviewed
- Job Titles: No Change
- Course Outline: Reviewed
- Hours of Instruction: 540 Hours
- Training Plans for Community Classroom and/or CVE:
- Instructional Materials: Integrated I-Car curriculum
- Equipment: N/A
- Textbooks: I-Car Professional 5 edition/I-Car Video

### 7. Articulation/ UC Approved /Academic Credit status (N/A)

### 8. Labor Market Information and Future Trends

Manufactures are using exotic metals to make cars lighter for better gas mileage. It's making it hard for Technicians to repair vehicles. This is a trend that the industry needs to learn more about.

### 9. Placement/Continuing Education

### 10. Suggestions and Recommendations

Keep using the new I-Car curriculum, try and get I-Car in so that students can sit in on I-Car classes at no cost.

Continue to look for an electronic estimating system



## EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Advisory Committee Meeting 2013-2014

Program(s):	Auto Painting
Date:	November 5, 2015
Time:	6:00 p.m. – 8:00 p.m.

Would like to see some students doing internships  
Add more marketing about student success after leaving the program also the success stories of the students that are winning at skills USA

### 11. Recommendation to Support Continuing the Program

Juan Martinez made the motion to recommend support of continuing Auto Painting. Angie Tingle seconded the motion. Motion carried, recommendation approved. **ROP teachers do not motion or vote**

### 12. Next (Next Meeting November 2016)

### 13. Thank You and Adjournment

The meeting was adjourned at 8:25 p.m. with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.

### 14. Name of Person Taking/Preparing the Minutes: Daniel Pareja



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Automotive Technology</b>
<b>Date:</b>	<b>11/4/2015</b>
<b>Time:</b>	<b>7:12 PM</b>
<b>Facilitator:</b>	<b>Jose Sanchez</b>
<b>Recorder:</b>	<b>David Espinoza</b>

### 1. Purpose of the Meeting/Introductions

**Jose Sanchez** called the meeting to order at **7:12 PM**; welcomed guests, and explained the goal of the meeting is to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Materials in the folders included: Agenda/Program, Course Outlines, CAROP applications, labor market information, Minutes, Mission Statement, School-wide Learning Outcomes (SLO's), and 11 CTE Elements.

### 2. Business/Advisory Members Present (Tally)

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Mark Garcia	Mark's Transmissions	Owner
Pat Hendrix	Precision Motive	Owner
Mario Arellano	Stop & Go Auto Repair	Technician
Fabian Franco	Gillig Corp.	Supervisor
Roy Doral	Doral's Auto Repair	Owner
Bob Riggs	Momentum Chevrolet	Team Leader
Eric Aguado	World Pac	Product Management
Ted Fleming	Petersen CAT	Recruiter
Len Renery	Universal Technical Institute	Recruiter
Kurt Shadbolt / Mike Sherburne	Chabot College	Automotive Instructors

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
David Espinoza	EAROP	Automotive Instructor
Jose Sanchez	EAROP	Automotive Instructor
Andy Shyers	EAROP San Leandro High School	Automotive Instructor
Darren Rees	EAROP Castro Valley High School	Automotive Instructor
Craig Lang	Eden Area ROP	Director
Sheila Lawrence	Eden Area ROP	Assistant Director

### 4. Approval/Review of Minutes

**Jose Sanchez** presented minutes from the previous meeting of (date). **Pat Hendrix** made the motion to approve the minutes of (date). **Ted Fleming** seconded the motion. Motion carried, minutes approved. After review of minutes, share an example of how you implemented the suggestions from the Advisory Committee's recommendations last year.

### 5. Review Student Learning Outcomes (SLOs) and Mission Statement

### 6. Review Labor Market Future Trends Data



## Advisory Committee Minutes 2015-2016

Program(s):	Automotive Technology
Date:	11/4/2015
Time:	7:12 PM
Facilitator:	Jose Sanchez
Recorder:	David Espinoza

Roy Doral is currently looking for diagnostic tech, Pat Hendrix needs a mechanics helper that is willing to be trained. Businesses have increased a little and steady.

### 7. Review Course Outline and Curriculum (Member Input and Suggestions)

- Course Description: Advisory members liked and approved the updated NATEF course outline and description.
- Job Titles:
- Course Outline: Advisory members liked and approved the updated NATEF course outline and description.
- Instructional Materials: Smart Board, Power Point, lecture, demonstrations, chapter work, tests and quizzes.
- Equipment: Advisory members suggested large flat panel monitors and camera or video equipment to utilize during any hands on or lab demonstrations. All students will be able to see what is going on. Roy Doral recommends an up to date battery tester/charger for students to utilize and become familiar with. To date we only have antiquated VAT-40 testers. Pat Hendrix recommended scan tool for each program and that software updates be included in the operational budget for accreditation. Pat Hendrix made 4 suggestions: Work on "student awareness" ; "Consistency within students, be consistent when performing repairs and follow all procedures" ; "Follow all steps on a job when starting and when done, double check all work" ; "Basic understanding of how items operate, theory and understanding, and diagnosis basics."
- Textbooks: Current and relevant. NATEF approved.
- Articulation/UC Approved/Academic Credit Status: Chabot College / Dual Enrollment / Las Positas articulation.
- Job Placement/Continuing Education: Recommend continuing education.

### 8. Share 2014 Work Based Learning Data with group

- Discuss types of Work-Based opportunities that our partners can provide. Record Ideas below:

All agreed and liked the Work Based Learning Data, no suggestions at this point.

### 9. Review the 11 CTE Elements with group

- Discuss evidence of 11 Elements within programs and focus on areas that need to be improved/supplemented. Record Ideas below:

No suggestions or recommendations at this time.

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## Advisory Committee Minutes 2015-2016

Program(s):	Automotive Technology
Date:	11/4/2015
Time:	7:12 PM
Facilitator:	Jose Sanchez
Recorder:	David Espinoza

### 9. Suggestions and Recommendations to Support Continuing the Program

Ted Fleming made the motion to recommend support of continuing EAROP Automotive Technology programs, Bob Riggs seconded the motion. Motion carried, recommendation approved.

**ROP teachers do not motion or vote**

Ted Fleming recommended expansion or addition of a student computer lab / demonstration area or class for the students. Mark Garcia recommended instituting of an operational budget to continue to keep program updated per NATEF accreditation. Pat Hendrix recommended scan tool for each program and that software updates be included in the operational budget for accreditation. Roy Doral also suggested that lap top based scan software and lap tops are more general and will cover multiple vehicles and would be a fraction of the cost of scan tools. He suggested more exposure to scan tool and scope equipment for the students because a majority of vehicle diagnosis and repairs require scan tools.

### 10. Next Meeting: November 3, 2016

### 11. Thank You and Adjournment

Roy Doral made a motion to adjourn the meeting, Fabian Franco seconded the motion. The meeting was adjourned at **8:20 PM** with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.

Email completed minutes and the tally sheets of your members to Jennifer Aguilar at:  
[jaguilar@edenrop.org](mailto:jaguilar@edenrop.org)





## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Bay Area Digital Arts @ San Lorenzo HS</b>
<b>Date:</b>	<b>11/4/15</b>
<b>Time:</b>	<b>6:30 PM</b>
<b>Facilitator:</b>	<b>Lance McVay</b>
<b>Recorder:</b>	<b>Lance McVay</b>

### 1. Purpose of the Meeting/Introductions

Lance McVay called the meeting to order at 7:00 PM, welcomed guests, and explained the goal of the meeting is to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Materials in the folders included: Agenda/Program, Course Outlines, CAROP applications, labor market information, Minutes, Mission Statement, School-wide Learning Outcomes (SLO's), and 11 CTE Elements.

### 2. Business/Advisory Members Present (Tally)

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Kevin Johnson	Northstarr Media Group & SLzHS	CEO
Reymundo Godoy	Second Mortgage Films LLC	CEO
Roy Miles Sr.	Northstarr Media Group	Partner
Luther McGil	White Tiger Films	CEO
Jon Bolf	Apple	Producer
Robert Bamby	Bamby Productions	Videographer/Owner
Charles Brown	Berkeley Video Engineering	Engineer
Renz adaya	Berkeley Video Engineering	Assistant Engineer

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Lance McVay	Bay Area Digital Arts @ San Lorenzo HS	Co-Lead Teacher
Kevin Johnson	Bay Area Digital Arts @ San Lorenzo HS	10 grade Video Teacher
Craig Lang	Eden Area ROP	Director
Sheila Lawrence	Eden Area ROP	Assistant Director

### 4. Approval/Review of Minutes

Lance McVay presented minutes from the previous meeting of 11/4/15. Roy Miles made the motion to approve the minutes of 11/4/15 (with a few typo corrections). Kevin Johnson seconded the motion. Motion carried, minutes approved.

Lance McVay shared a examples of how BADA implemented the suggestions from the Advisory Committee's recommendations last year.

### 5. Review Student Learning Outcomes (SLOs) and Mission Statement - Completed

## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Bay Area Digital Arts @ San Lorenzo HS</b>
<b>Date:</b>	<b>11/4/15</b>
<b>Time:</b>	<b>6:30 PM</b>
<b>Facilitator:</b>	<b>Lance McVay</b>
<b>Recorder:</b>	<b>Lance McVay</b>

**6. Review Labor Market Future Trends Data** – *The committee discussed current market trends and how BADA might address the changing market. Maintaining foundational skills in all areas of production will always be key regardless of technology. In fact, as jobs in production becomes less segregated people in production are asked more and more to know a little bit about every aspect of the job (producing, shooting ,editing, etc).*

**7. Review Course Outline and Curriculum (Member Input and Suggestions)**

- **Course Descriptions:** *9<sup>th</sup> grade is in need of a new description as it still contain “Web-design” in the title and this is no longer taught. Other grade levels are fine.*
- **Job Titles:** *As always, there are too many potential job titles one could have after leaving the program and getting a paying job in production.*
- **Course Outlines:** *Good. Other than 9<sup>th</sup> grade. They are still being refined as Kevin Johnson and Mr. McVay redesign the courses based on the studios capabilities and their ability to integrate the new tech into the classroom.*
- **Instructional Materials:** *Good. Ordering more grip equipment this year. Last year’s order as lost by the D.O. and the \$6,000 used to buy the missing equipment was lost. (it was “Perkins” money with a spending deadline. Once the D.O. failed to process the order (after 3 months) the money was returned to the state.*
- **Equipment:** *See above. Good. Many thanks to the new studio engineers, Renz and CB.*
- **Textbooks:** *Not used.*
- **Articulation/UC Approved/Academic Credit Status:** *For all grades but 9. Lance does not want to apply for A-G for 9<sup>th</sup> grade. He wants to curriculum to be more flexible to address student needs. Community building is a large part of 9<sup>th</sup> grade, not college preparedness in curriculum. Team-building skills and safety are not college A-G subjects but are mandatory for the program foundation building.*
- **Job Placement/Continuing Education:** *Going well. Many kids going to college. More to study production than there used to be. Had 6 students get feature film credits this summer from a film internship. Had 2 other students get production intern ships with Atomic Productions over the summer.*

**8. Share 2014 Work Based Learning Data with group**

**Discuss types of Work-Based opportunities that our partners can provide. Record Ideas below:**

- **Jon Bolf** *is willing to do a Red Camera demo in class and bring Apple editors to observe students during the post-production process in class.*
- **Roy** *is willing to demo After Effects.*
- **Rey** *will do another script writing process guest speaker event with the juniors.*
- **Bobby** *is willing to demo dragon (Stop motion) software.*

**9. Review the 11 CTE Elements with group**

**Discuss evidence of 11 Elements within programs and focus on areas that need to be improved/supplemented. Record Ideas below:**

## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Bay Area Digital Arts @ San Lorenzo HS</b>
<b>Date:</b>	<b>11/4/15</b>
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<b>Facilitator:</b>	<b>Lance McVay</b>
<b>Recorder:</b>	<b>Lance McVay</b>

- Leadership at all Levels:** *With the addition of Barbara Billich at SLZUSD and Jayne Salinger at EAROP to establish and expand WBL excursions and guest speakers Lance Believes we now have solid leadership at all levels of the program. The committee agreed.*
- High Quality Curriculum and Instruction:** *The Committee felt the quality of the instruction was superb, especially with the addition of Kevin Johnson to the staff, a former student of the program and a professional producer.*
- Career Exploration and Guidance:** *(See #1) This is now improving quickly as we adopt more guest speakers to our program and establish regular internship opportunities. ECCCO Curriculum as well as Rebel Work in BADA English classes are supporting career skills.*
- Student Support and Student Leadership Development:** *The Committee felt the leadership development embedded in the program were solid though there was room for addressing the skills of students who "Shadow" other students in group projects. Kevin and Lance are addressing this with introducing an individual project sooner in the school year as a skills benchmark project.*
- Industry Partnerships:** *Lots of them, as represented at this table. All partners are listed in the CPA annual report filed by Mr. McVay the state. It expands every year. This year we will add Lawrence Livermore labs.*
- System Alignment and Coherence:** *Going well. Systems at the district level are weakest but does not affect BADA other than the loss of funding when processes are not followed correctly.*
- Effective Organizational Design:** *The committee felt the design and organization of the program properly fulfilled the needs of the students, the industry and the community.*
- System Responsiveness to Changing Economic Demands:** *With the addition of Kevin Johnson (and his production company's resources) to the program we are now, more than ever, able to recognize industry trends, economic factors affecting the industry and market needs and address changes needed to the program affectively.*
- Skilled Faculty and Professional Development:** *All agreed the three instructors: Lance McVay, Kevin Johnson, and Ken Gossett are well trained and knowledgeable of the industry. Mr. McVay and Mr. Gossett are regularly updating their knowledge of the industry via professional development and [personal research, attending conferences and trainings and maintaining ties to the industry. Mr. Johnson, in his work as a CEO in his own production company regularly stays abreast of current industry trends.*
- Evaluation, Accountability and Continuous Improvement:** *As evidenced by this meeting and regular visits by industry professionals, BADA is constantly being evaluated and refined based on the input of the professionals in the industry.*
- CTE Promotion, Outreach, and Communication:** *We are now posting BADA videos on their new YouTube channel for promotion, we are working on our web site development via contacts of Mr. Johnson's. We do two video festivals per year that are open to the public and hosted by industry partner, The Bal Theater. Lance is also working with San Leandro and Tennyson High Schools on a video festival for the spring. BADA participated last year with the Tennyson festival at the Hayward Film Archive. BADA students won several awards.*



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Bay Area Digital Arts @ San Lorenzo HS</b>
<b>Date:</b>	<b>11/4/15</b>
<b>Time:</b>	<b>6:30 PM</b>
<b>Facilitator:</b>	<b>Lance McVay</b>
<b>Recorder:</b>	<b>Lance McVay</b>

### 9. Suggestions and Recommendations to Support Continuing the Program

- *There are problems with new software that require leases. We need to figure out a way to use CPA money for monthly leases.*
- *Improve sound recording technology and learn how to use the audio narration room.*
- *Establish broadcasting capability and expand YouTube presence. (note: we are working on broadcasting by the end of the school year).*
- *Look into drone certification as an embedded element of the program.*
- *Send students to local film festivals too see how good their stuff is compared to what is out there.*
- *Get press credentials for kids to attend festivals and report back.*
- *Create a better pipeline for BADA grad contacts; some type of BADA directory of talent. Right now the BADA Facebook page is the avenue by which BADA grads in production can communicate.*
  - *“Staff me up” – web site for crew positions and contacts.*
- *Support interpersonal skills (continue to)*
- *Get rental contract in place for studio to generate connections and income. Places to research contracts suggested by committee:*
  - *Transvideo Productions (Mtn. View)*
  - *ICV Digital Media*
  - *3210 San Rafael*
  - *Beyond Pick Studio*
  - *Safeway Corporate – Pleasanton*
  - *Work Day - Pleasanton*

*Reymundo Godoy made the motion to recommend support for continuing Bay Area Digital Arts. Jon Bolf seconded the motion. Motion carried, recommendation approved.*

### 10. Next Meeting: November 3, 2016

### 11. Thank You and Adjournment

The meeting was adjourned at 8:10 with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.

Email completed minutes and the tally sheets of your members to Jennifer Aguilar at:  
[jaguilar@edenrop.org](mailto:jaguilar@edenrop.org)



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	CVHS Biotechnology
<b>Date:</b>	November 4, 2015
<b>Time:</b>	6:00 - 8:00pm
<b>Facilitator:</b>	Laura O'Brien
<b>Recorder:</b>	

### 1. Purpose of the Meeting/Introductions

Laura O'Brien called the meeting to order at 7:00pm; welcomed guests, and explained the goal of the meeting is to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Materials in the folders included: Agenda/Program, Course Outlines, CAROP applications, labor market information, Minutes, Mission Statement, School-wide Learning Outcomes (SLO's), and 11 CTE Elements.

Introductions:

EQ: Bioengineering at MIT (2011), works at Bio-Rad in Instrumentation (PCR, cell counter, microscopes)

MK: Biochem background, Molecular Biology Patent Agent

GH: similar background to MK, Scientific Editor at UCSF/Gladstone

LB: SCU Biochemistry Professor

LO: BS in Biology and Chemistry from SCU (1998), Lab Tech in a research lab at USC/Norris Cancer Center (1998-2002), teaching at CVHS 14 years, teaching Biotech 11 years

### 2. Business/Advisory Members Present (Tally)

Name	Organization	Job Title
Gary Howard	UCSF/Gladstone Institutes	Science Editor
Matthew Kaser	Bell and Associates	Patent Agent
Linda Brunauer	SCU	Biochemistry Professor
Emmanuel Quiroz	Bio-Rad	

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

Name	Organization	Job Title
Laura O'Brien	Castro Valley HS, Eden Area ROP	Science Teacher
Craig Lang	Eden Area ROP	Director
Sheila Lawrence	Eden Area ROP	Assistant Director



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	CVHS Biotechnology
<b>Date:</b>	November 4, 2015
<b>Time:</b>	6:00 - 8:00pm
<b>Facilitator:</b>	Laura O'Brien
<b>Recorder:</b>	

### 4. Approval/Review of Minutes

Laura O'Brien presented minutes from the previous meeting of November 5, 2014. Gary Howard made the motion to approve the minutes. Matthew Kaser seconded the motion. Motion carried, minutes approved. After review of minutes, share an example of how you implemented the suggestions from the Advisory Committee's recommendations last year.

### 5. Review Student Learning Outcomes (SLOs) and Mission Statement

read and reviewed

### 6. Review Labor Market Future Trends Data

There continues to be a need for a Biotech workforce, especially in the San Francisco Bay Area.

### 7. Review Course Outline and Curriculum (Member Input and Suggestions)

Overview of CVHS Biotech Course, CVHS Biotech Wish List distributed to all members

- Course Description:
- Job Titles:
- Course Outline
- Instructional Materials: textbook- Biotechnology: Science for a New Millennium
- Equipment:
- Textbooks:
- Articulation/UC Approved/Academic Credit Status:
- Job Placement/Continuing Education:

MK: good for students to know "basics"

GH: What would you like to add?

LO: Better plan for stem cells/iPS cells this year, would like better way of teaching Next Generation sequencing methods

MK: can send images to help show concepts

LB: working on photoshop/graphic design course for scientists (will share materials)

EQ: Image J- open source software for image analysis, IGOR (\$500)

LB: Unscan it, \$500

2 | Page

Advisory Committee Meeting 2015



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	CVHS Biotechnology
<b>Date:</b>	November 4, 2015
<b>Time:</b>	6:00 - 8:00pm
<b>Facilitator:</b>	Laura O'Brien
<b>Recorder:</b>	

GH: reprogramming cells, CRISPR, single cell analysis, non-hypothesis driven methods, statistics/bioinformatics

EQ: can share physics behind instrumentation

### 8. Share 2014 Work Based Learning Data with group

o Discuss types of Work-Based opportunities that our partners can provide. Record Ideas below:  
past school years: guest speakers, resume development, field trip (Baxter Healthcare last year)

this school year: trip to Joint Genome Institute

GH can get guest speakers from UCSF/Gladstone (can request topics)

if accept HS interns: pass info to LO

EQ idea: "tinkering" program for students to explore own questions (after school?)

### 9. Review the 11 CTE Elements with group

o Discuss evidence of 11 Elements within programs and focus on areas that need to be improved/supplemented. Record Ideas below:

#### 1. Leadership at All Levels

articulation with Ohlone College, CVUSD School Board member (Gary Howard) on Biotech Advisory Board

#### 2. High-Quality Curriculum and Instruction

see course overview

#### 3. Career Exploration and Guidance

guest speakers, resume development, interview project, company project and "job fair," field trips  
would be good to add mock interviews

#### 4. Student Support and Student Leadership Development

roles in Biotech Company Project (CEO, CFO, Marketing Director, Human Resources, Research and Development)

#### 5. Industry Partnerships

in past: Life Technologies

#### 6. System Alignment and Coherence





## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	CVHS Biotechnology
<b>Date:</b>	November 4, 2015
<b>Time:</b>	6:00 - 8:00pm
<b>Facilitator:</b>	Laura O'Brien
<b>Recorder:</b>	

- prerequisites, articulation with Ohlone, UC/CSU "d" lab science
- 7. Effective Organizational Design
  - add research component?
- 8. System Responsiveness to Changing Economic Demands
  - Advisory Committee meetings
- 9. Skilled Faculty and Professional Development
  - appropriate credential, ongoing PD (conferences, Ohlone LAB meetings, etc.)
- 10. Evaluation, Accountability, and Continuous Improvement
  - student and Advisory Committee input
- 11. CTE Promotion, Outreach, and Communication
  - CVHS Elective Fair

### 9. Suggestions and Recommendations to Support Continuing the Program

Linda Brunauer made the motion to recommend support of continuing Biotechnology at CVHS. Emmanuel Quiroz seconded the motion. Motion carried, recommendation approved. **ROP teachers do not motion or vote.**

### 10. Next Meeting: November 3, 2016

### 11. Thank You and Adjournment

The meeting was adjourned at 8:00pm with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.

Email completed minutes and the tally sheets of your members to Jennifer Aguilar at: [jaguilar@edenrop.org](mailto:jaguilar@edenrop.org)



## **EDEN AREA ROP ADVISORY MINUTES NOVEMBER 2015**

**Advisor from PGE:** Studied sociology and a major part of transition from HS started with retail and entry level jobs. She admits she should have done more networking. Came to the workforce unsure of what she wanted to do. She felt like she needed to stop jumping around on ideas of accounting, engineering, finance and business.

**Mr. Charles:** What could have made the transition easier?

**PGE:** Bus. Major was not available. Needed a better understanding of what business is, a better explanation of all the opportunities in business world and needed a better understanding of study habits.

I would tell my senior class you must study and it takes time and you won't know what to do for a long time or what makes you happy or what you'll want to do.

**Cathy from CV chamber of Commerce:** Everyone needs management skills, organizational skills, how to meet deadlines and working cross-functionally and collaborating.

**Michael Young:** At a young age wanted to be oceanographer due to watching Jacques Cousteau. Growing up was amazed at oceanography. In HS knew he was good at sports and was good at motivating in the classroom. Now speaks to students how to go above and beyond and is a proponent of students grasping what they really want to do and to not be discouraged from their passion. Children of absentee parents must be reached. He was inspired by Willie Brown and said never let anyone tell you that you can't do something. We must instill confidence.

**Mr. Charles:** How do you instill that passion?

**Michael Young:** Tell kids that it's ok to ask for help and keep an open mind. Agreed that students don't know what they want to do even after 2 years of college.

**Andrea:** Was in school for a pharmacy technician then went to school for nursing. Andrea agreed with comments on absentee parents and wants to help inspire children. She herself is multi lingual.

**Jason Hoops:** Is involved with communicating with youth today. Says he quit college to go to work in retail. Home depot provided quick acceleration but had to move. Next employment was working in construction.

**PGE:** Construction need in that industry is needed; huge shortage for very specific skills needed in that industry (PGE).

**Jason Hoops:** After construction joined the army. During army and college changed major but confirmed leadership skills are heavily needed, team work experience is needed, helping people in need, how can we get people to depend on each other, technical skills, a sense of belonging. Some kids have no sense of belonging. Some kids can survive a hard neighborhood. Kids who have good friends, good leadership, networking abilities and problem solving skills will have the ability to do almost anything.

**Jason Woods:** Feels there is something lost in modern communication. Cross functioning teams and collaboration. Personal story: ARMY, IBM, Cal Guard, IT manager, is now a police officer. Says the changing world makes college grads not always the best candidates anymore. Feels the survey could be more detailed I.e. is it public or private? Says kids/young adults have different values at different ages. Jason feels it's important to have a diverse message for a diverse audience (our students).

**Hayward High Alumni:** Feels there is a big gap in decision making for HS students. Thinks students don't know what to do other than go to college. Students need to know what their options are other than college. Feels the military should be promoted more and other options that should be explored. Students should be told to get past social barriers and feels that the media influences students to feel awkward. Believes the US is a great opportunity society. Confirmed students should be turned away from wealth importance.

**PGE:** Agreed internet influences students to define themselves

**Mr. Young:** Felt the internet influences and promotes bullying

**Rick Charles:** Thanked all that attended and thanked them for their input.



## EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Advisory Committee Meeting 2013-2014

<b>Program(s):</b>	<b>Careers in Education</b>
<b>Date:</b>	<b>11-4-15</b>
<b>Time:</b>	<b>6:00 p.m. - 8:00 p.m.</b>

### 1. Purpose of the Meeting/Introductions

Erika Emery called the meeting to order at 7:00 p.m.; welcomed guests, and explained the goal of the meeting was to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Materials in the handout folders included: Agenda, Course Outlines, CAROP form, the Textbook, ROP, Work Based Learning, 11 Elements of a High Quality Program.

### 2. Business/Advisory Members Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Nicole Gatson	Pumpkin Patch Consulting	Early Childhood Specialist
DiShawn Givens	Bowman Elementary School	Principal
Gina Badilla	Self-Employed	Nanny
Deidra Daniels	Lots of Love Child Care	Owner/Operator
Leena Nieminen	Lots of Love Child Care	Preschool Teacher
De'Angela Sanders	Lots of Love Child Care	Preschool Teacher
Viviana Montez	Kidango	Preschool Teacher

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Erika Emery	Eden Area ROP	Careers in Education Instructor
Craig Lang	Eden Area ROP	Director
Shelia Lawrence	Eden Area ROP	Offsite Programs Coordinator

### 4. Advisory Committee Members receiving invitations but were unable to attend

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Tyler Tookes	Child Care Careers	Teacher
Evan Ulmer	Denise Ray's Family Home Daycare	Site Supervisor
Nglege Williams	Kidango @ Grant Elementary	Director
Amanda Cardinas O'Hara	Lots of Love Childcare	Preschool Teacher
Ramona Anderson	Ohlone College	Adjunct Professor
Denise Williams-West	Jefferson Elementary School	Teacher



## EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Advisory Committee Meeting 2013-2014

<b>Program(s):</b>	<b>Careers in Education</b>
<b>Date:</b>	<b>11-4-15</b>
<b>Time:</b>	<b>6:00 p.m. - 8:00 p.m.</b>

### 5. Approval/Review of Minutes

Erika Emery presented minutes from the previous meeting of November 14, 2014. Viviana Montez made the motion to approve the minutes of November 14, 2014. Gina Badilla seconded the motion. Motion carried, minutes approved.

### 6. Curriculum Review

- Status of Previous Recommendations: 1.) All advisors reviewed and approved the continued use of additional computer generated curriculum to engage student's while encouraging creativity and developing technological skills needed. 2.) Current and former students will continue to receive support from the Careers in Education program as it relates to college completion, career advancement, and potential job placement. 3.) Advisors discussed and approved students continued participation in college tours as a way to expose them to the educational opportunities awaiting them as well as how which courses will be most beneficial for students as it relates to college and career.
- Member Input: We began the meeting with a brief discussion about the input given the previous year as it relates to curriculum development. There was also an in-depth conversation regarding the 11 elements of a high quality CTE program. All advisors agreed that the Careers in Education program prepares students for working in the field of education, child development, and family services. However, there were some suggestions made that would strengthen the program. Deidra suggested an introductory meeting for all internship supervisors so that site teachers have an opportunity to learn more about the program student interns are involved in so that supervising teachers could better support students. Nicole agreed. Gina suggested that we increase the industry partnerships. A discussion followed regarding the limited accessibility to employment for students who are under 18 years old. I added the requirement for students to further their education if they seek employment as school-aged teachers as these positions require additional credentials. I went on to highlight the partnerships currently in place including the direct link the program has to Kidango, Lots of Love Childcare, and Adventure Time Before and After School Program and Child Care Careers. Viviana highlighted our partnership with YEP via Christy Gerren. Nicole suggested that we also seek a partnership with the Boys and Girls Club which would benefit students 18 years and older. De'Angela informed the committee that companies are now asking employees to have a minimum of 12 units in early childhood education to obtain a position in the field. Diedra suggested that students become familiar with multiple assessment tools including DRDP's and CLASS training. She shared that CLASS allows teachers to assess themselves in addition to assessing the children. She went on to describe how new assessment tools are designed to promote self-evaluation



## EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Advisory Committee Meeting 2013-2014

<b>Program(s):</b>	<b>Careers in Education</b>
<b>Date:</b>	<b>11-4-15</b>
<b>Time:</b>	<b>6:00 p.m. - 8:00 p.m.</b>

for teachers so that they alter the way they present information to ensure all students are grasping concepts. Nicole agreed with Diedra regarding students receiving additional assessment training. Viviana agreed that being knowledgeable of assessment procedures were invaluable to her starting in the field. In addition to the discussion about new assessment tools, we also discussed the current textbook being utilized for the Careers in Education program. While former students agreed that the current text is a much easier read than the previous textbook, it is still missing key elements of working in the field. Gina suggested that a heavier emphasis be placed on elementary school lesson planning as students are well-prepared to work with preschool and kindergarten aged children but would benefit additionally with increased knowledge of elementary school practices and procedures. De'Angela suggested that the program continue to implement additional curricular activities that promote required work related skills. Finally, we discussed the importance of having a complete class set of laptops or stationary computers dedicated to the Careers in Education program so that students are able to keep up with the technological advances that are being made in the field. This has been an ongoing suggestion of the Careers in Education program advisory committee for the past few years. Unfortunately, the Careers in Education program still does not have the resources needed for students to complete some assignments in a timely fashion because of our limited access to computer technology. DiShawn Givens stated that she sits on a board in Hayward that disburses funds for early childhood programs. She went on to share that she had a meeting on 11-5-15 and she intended on bringing this issue to the table during her meeting. She hopes to get funding to provide the Careers in Education program with the computers students need to produce quality work. All advisory committee members agreed that it is extremely important for the Careers in Education to have a dedicated computer lab and all members agreed to support the Careers in Education programs efforts to obtain a dedicated set of computers for the Careers in Education program. After a lengthy discussion, Erika Emery motioned to conclude the meeting. De'Angela agreed. Leena second the motion.

- **Course Description:** This entry level course is designed to provide students with knowledge of career opportunities in the field of education with a focus on early childhood education. Career preparation standards such as basic academics, safety, communication, interpersonal, and problem solving skills are integrated throughout the course. Active class participation is enhanced by fieldwork at preschool and elementary school sites under the guidance of a mentor teacher. All students are required to observe and participate in a variety of settings and



## EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Advisory Committee Meeting 2013-2014

<b>Program(s):</b>	<b>Careers in Education</b>
<b>Date:</b>	<b>11-4-15</b>
<b>Time:</b>	<b>6:00 p.m. - 8:00 p.m.</b>

classrooms at the preschool and primary school level. The course helps prepare students for entry into college or university training.

- Job Titles: Before and After School Teacher, Center Director, Family Home Child Care Provider, Preschool Teacher, Elementary School Teacher, Teacher's Aide 1, Nanny, Caregiver, Early Childhood Specialist.
- Course Outline: Two year course outlined was reviewed. Erika Emery expressed her desire to articulate additional courses as well as work with advisors to create additional employment opportunities for students who successfully complete the program. All of the members approved the direction the course is going based on the course outline, portfolios, and member input. Furthermore, all advisory members offered their assistance in supporting the Careers in Education and Child Development program to ensure the programs continue to be offered to both high school students and adults.
- Hours of Instruction: 15hrs per week; 9hrs in the community classroom (internship) and 6hrs of weekly classroom instruction.
- Training Plans for Community Classroom and/or CVE: Erika Emery provided an overview and example of the mandated joint venture training agreement and plan, including student responsibilities, parent/guardian responsibilities (where appropriate), employer responsibilities, and ROP responsibilities.
- Instructional Materials: Textbook, handouts, worksheets, news articles, the internet, and hands- on experiences such as internship and college tours.
- Equipment: Students create documents using Word, Publisher, Excel, and the Internet to create documents. The instructor uses the text, the internet, the smart board, Excel, PowerPoint, rubrics, and supplemental text.
- Textbooks: Working with Young Children – All students use the white textbook but advisors approved the newest version of the textbook for use for next year.

### **7. Articulation/ UC Approved /Academic Credit status**

The Careers in Education program holds articulation agreements with California State University/ Hayward, Chabot College, Mission College, Ohlone College, and Las Positas College. The Careers in Education program meets the "g" requirement of the UC "a-g" credit requirements.

### **8. Labor Market Information and Future Trends**

The Careers in Education program will continue to work with advisors to gain access to new assessment tools, new terminology and curricular focuses, as well as new requirements for both entry level and corporate level employment.

### **9. Placement/Continuing Education**

All Careers in Education students use the BREADTH requirements to choose all undergraduate classes. This process allows students to become more familiar with the process of choosing courses that will best meet their needs as well as graduation



## EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Advisory Committee Meeting 2013-2014

<b>Program(s):</b>	<b>Careers in Education</b>
<b>Date:</b>	<b>11-4-15</b>
<b>Time:</b>	<b>6:00 p.m. - 8:00 p.m.</b>

requirements to obtain a teaching permit. Careers in education students also attend several college tours to expose them to the many educational institutions that will support their educational needs. Careers in Education students also use FastWeb.com to apply for scholarships to help them fund their educational endeavors.

### **10. Suggestions and Recommendations**

All advisors agreed to keep the Careers in Education program abreast of any classroom changes due to budget issues, new regulations, and/or new curriculum standards and assessment methods. All advisors agreed to promote the Careers in Education program and advocate for developing the program to provide a comprehensive program for future educators. All advisors agreed to seek ways to supply a class set of computers specifically for the Careers in education program to support the amount of computer generated work completed by Careers in Education students.

### **11. Recommendation to Support Continuing the Program**

Nicole Gatson made the motion to recommend continual support for the Careers in Education program. She stated that students would benefit greatly from technological advancements in the classroom as well as continued training both in and outside of the classroom. Deidra Daniels seconded the motion by stating that she is aware of the benefits the Careers in Education program has on students being prepared to be placed in early childhood settings. Motion carried, recommendation approved.

### **12. Next**

Meeting November 2016

### **13. Thank You and Adjournment**

The meeting was adjourned at 8:00 p.m. with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.

### **14. Name of Person Taking/Preparing the Minutes:** Erika Emery





## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Maurice Brittain</b>
<b>Date:</b>	<b>11/04/15</b>
<b>Time:</b>	<b>7:00 PM</b>
<b>Facilitator:</b>	<b>Maurice Brittain</b>
<b>Recorder:</b>	<b>Maurice Brittain</b>

### 1. Purpose of the Meeting/Introductions

**Maurice Brittain** called the meeting to order at 7:00 PM; **Maurice Brittain** welcomed guests, and he explained the goal of the meeting is to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Materials in the folders included: Agenda/Program, Course Outlines, CAROP applications, labor market information, Minutes, Mission Statement, School-wide Learning Outcomes (SLO's), and 11 CTE Elements.

### 2. Business/Advisory Members Present (Tally)

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Robert Lee	Novoton	Technology Director
Orlando Figueroa	Samsung	Human Resources Technical
Paul Rose	CVUSD	Information Technology
John Matranga	OSI Soft	Outreach / Education

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Maurice Brittain	Eden Area, R.O.P.	Computer Web Programming Instructor
Chris Burns	Eden Area ROP	Cisco, CAD, Teacher
Craig Lang	Eden Area ROP	Director
Sheila Lawrence	Eden Area ROP	Assistant Director

### 4. Approval/Review of Minutes

**Maurice Brittain** presented minutes from the previous meeting of November 14<sup>th</sup> 2014. **Paul Rose** made the motion to approve the minutes of November 14<sup>th</sup> 2014. **Robert Lee** seconded the motion. Motion carried, minutes approved.

#### After review of minutes,

Advisory committee discussion about Project Lead the Way and Cisco Networking Academy curriculums.

**Review Student Learning Outcomes (SLOs) and Mission Statement** maintain a high quality career technical educational program. Materials in the folders included: Agenda, Course Outlines, 11 elements of quality CTE programs, Minutes, Model Curriculum Standards, Mission Statement, School-wide Learning Outcomes (SLO's), and Work base Learning over-all statistics.

### 5. Review Labor Market Future Trends Data

Labor market data indicates increased need for IT professional for the next 8-10 years. Employment of computer support specialists is projected to grow 12 percent from 2014 to 2024, faster than the average for all





## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Maurice Brittain</b>
<b>Date:</b>	<b>11/04/15</b>
<b>Time:</b>	<b>7:00 PM</b>
<b>Facilitator:</b>	<b>Maurice Brittain</b>
<b>Recorder:</b>	<b>Maurice Brittain</b>

occupations. More support services will be needed as organizations upgrade their computer equipment and software. Software engineers are in high demand with an increased need in the near term future.

### 6. Review Course Outline and Curriculum (Member Input and Suggestions)

- **Course Description:** Computer Web Programming  
**Job Titles:** Entry IT professionals, Help-Desk, Support
- **Course Outline:** Advisory Members agree with course outline
- **Hours of Instruction:** Our students will have 1080 hours of instruction.
- **Instructional Materials:** Project Lead the Way Computer Science, Cisco Networking Academy
- **Equipment:** PC's, Tools.
- **Textbooks:** Project Lead the Way CSE, Cisco Networking Academy IT Essentials
- **Articulation/UC Approved/Academic Credit Status:** The Computer Web Programming program meets UC a-g (G-elective) requirements for accreditation, and has an articulation with Chabot and Ohlone Colleges.

- **Job Placement/Continuing Education:** ACM student club, Skills USA competition, Stanford ProgrammingContest

### 7. Share 2014 Work Based Learning Data with group

San Mateo Event Center

Jared Putnam

### 8. Review the 11 CTE Elements with group

- Discuss evidence of 11 Elements within programs and focus on areas that need to be improved / supplemented..

**Maurice Brittain** explained the 11 elements for Computer Web Programming and discussed areas for improvement

### Suggestions and Recommendations to Support Continuing the Program

**Robert Lee, Paul Rose, and Orlando Figueiroa** recommended continuing the program with improvement in weaker areas of the 11 elements

**ROP teachers do not motion or vote**

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### 11. Next Meeting: November 3, 2016

### 12. Thank You and Adjournment: Paul Rose moved to adjourn the meeting at 8:15PM Orlando Figueiroa Seconded the motion all in favor, ALL IN favor replied

The meeting was adjourned at (8:15PM) with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.

Email completed minutes and the tally sheets of your members to Jennifer Aguilar at:  
[jaguilar@edenrop.org](mailto:jaguilar@edenrop.org)



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Construction Technology</b>
<b>Date:</b>	<b>November 4<sup>th</sup>, 2015</b>
<b>Time:</b>	<b>7:01 pm</b>
<b>Facilitator:</b>	<b>Bill Deslaurier</b>
<b>Recorder:</b>	<b>Bill Deslaurier</b>

### 1. Purpose of the Meeting/Introductions

*Bill Deslaurier called the meeting to order at 7:01 pm welcomed guests, and explained the goal of the meeting is to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Materials in the folders included: Agenda, Course Outlines, labor market information, Minutes, Model Curriculum Standards, Mission Statement, School-wide Learning Outcomes (SLO's), 11 Elements and Strategic Plan Goals.*

### 2. Business/Advisory Members Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Chris Floethe	Construction Craft Training Center (CCTC)	Executive Director
Mike Christian	Christian Construction	Owner
Ken Huguen	RDO Equipment	General Manager
Brandon Kyse	RDO Equipment	General Manager of Sales

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Bill Deslaurier	Eden Area ROP	Teacher
Craig Lang	Eden Area ROP	Director
Sheila Lawrence	Eden Area ROP	Assistant Director

### 4. Approval/Review of Minutes

*Bill Deslaurier presented minutes from the previous meeting of 11/05/14. Chris Floethe made the motion to approve the minutes of 11/05/14. Mike Christian seconded the motion. Motion carried, minutes approved.*

## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Construction Technology</b>
<b>Date:</b>	<b>November 4<sup>th</sup>, 2015</b>
<b>Time:</b>	<b>7:01 pm</b>
<b>Facilitator:</b>	<b>Bill Deslaurier</b>
<b>Recorder:</b>	<b>Bill Deslaurier</b>

### 5. Review of Student Learning Outcomes (SLO's) and Mission Statement

*\*Bill Deslaurier presented and explained SLO's to advisors resulting in full support of all advisors in attendance.*

*\*Bill Deslaurier presented and explained the EAROP Mission Statement to the advisors resulting in full support of all advisors in attendance.*

### 6. Review Labor Market Future Trends Data;

*Bill Deslaurier presented Alameda / Contra Costa County Labor Market trend reports describing "Most Job Openings" and "Fastest Growing Occupations". Construction related jobs represented 15 out of 50 "Fastest Growing Occupations". Advisors agreed construction employment growth looked positive.*

### 7. Review Course Outline and Curriculum (Member Input and Suggestions)

- Status of Previous Recommendations: *Previous curriculum recommendations were implemented with special attention to Math Skills, Punctuality, Work Ethics, Safety, Construction related Careers and Training.*
- Course Description: *As provided by "Modern Carpentry Textbook (11<sup>th</sup> Edition)" and EAROP Construction Technology Course Outline.*
- Job Titles: *Carpenter, Electrician, Plumber, Construction Laborer and Project Manager.*
- Course Outline: *As provided by "Modern Carpentry Textbook (11<sup>th</sup> Edition)" and EAROP Construction Technology Course Outline.*
- Hours of Instruction: *AM Class - 8:00am to 11:00am / PM Class - 12:30pm to 3:30pm .*
- Training Plans for Community Classroom and/CVE: *N/A*
- Instructional Materials: *Textbooks, related instructional materials, construction tools / equipment and building materials on-hand or readily available.*
- Equipment: *Required construction equipment on-hand or readily available.*
- Textbooks: *"Modern Carpentry, (11<sup>th</sup> Edition)" textbooks and related instructional materials are on-hand and / or readily available.*
- Articulation/UC Approved/Academic Credit Status: *Unchanged*
- Job Placement/Continuing Education: *Classroom visit invitations / visitations to and by advisory members, local construction labor organizations, local trade schools / continuing education providers and local industry leaders provides information and guidance to students regarding construction careers and related construction careers.*

## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Construction Technology</b>
<b>Date:</b>	<b>November 4<sup>th</sup>, 2015</b>
<b>Time:</b>	<b>7:01 pm</b>
<b>Facilitator:</b>	<b>Bill Deslaurier</b>
<b>Recorder:</b>	<b>Bill Deslaurier</b>

### 8. Share 2014 Work Base Learning Data with Advisory Group

- Advisors were very impressed with current “WBL” numbers and statistics.
- Advisors supported continued efforts in providing on-going “WBL” events and opportunities.
- Advisors agreed that expanded and frequent “WBL” episodes are critical in the transition of students to post-secondary training and stable careers.
- Advisors suggested: summer boot camps, presentation of related careers (architect, engineer, project management), mentorship, job shadowing (job site and office), wage / salary descriptions, construction employment available, comparison of construction careers vs. college degree careers.

### 9. Review the 11 CTE Elements with Advisory Group

- Advisors expressed the benefits and importance of the “High Quality CTE Program” assessment process as the process identifies the programs strengths and weaknesses allowing for focused improvement and modification.
- In addition, the process allows for confirmation of program legitimacy and role in the positive advancement of students towards lucrative / stable careers.
- Advisors offered assistance in program advancement / improvement as assessment identifies areas of weakness or in need of improvement.
- Advisors emphasized importance of weakness awareness and positive reaction to established deficiencies.
- Key phrases submitted: develop industry relationships, up-date curriculum to satisfy current best practices and standards, incorporate student leadership training, engage industry leaders as mentors and for general program support.

### 10. Suggestions and Recommendations to Support Continuing the Program

Ken Hugen made the motion to recommend support of continuing EAROP Construction Technology. Brandon Kyse seconded the motion. Motion carried, recommendation approved. **ROP teachers do not motion or vote**

During a discussion addressing advisor suggestions and / or recommendations, the following key points were introduced;

- \* *Safety, ear protection, eye protection, “Saw Stop” (table saw protection).*
- \* *Use, care and maintenance of tools and equipment.*
- \* *Safety Training ( CPR, OSHA 10, ect.) .*
- \* *Possibility of certifying teachers to teach safety courses.*
- \* *Articulation of programs (A – G)*
- \* *High school student awareness of ROP opportunity.*
- \* *Broaden awareness of related careers ( architect, engineering, project management).*
- \* *List of salaries and benefits associated with construction careers.*
- \* *Job shadowing, field trips, guest speakers.*



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Construction Technology</b>
<b>Date:</b>	<b>November 4<sup>th</sup> , 2015</b>
<b>Time:</b>	<b>7:01 pm</b>
<b>Facilitator:</b>	<b>Bill Deslaurier</b>
<b>Recorder:</b>	<b>Bill Deslaurier</b>

**11. Next meeting: November 3<sup>rd</sup>, 2016**

**12. Thank You and Adjournment**

The meeting was adjourned at 8:01 pm with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.

Email sheet and the tally sheets of your members to Jennifer Aguilar at: [jaguilar@edenrop.org](mailto:jaguilar@edenrop.org)



## Advisory Committee Minutes 2014-2015

<b>Program(s):</b>	<b>Criminal Justice &amp; Forensic Science</b>
<b>Date:</b>	<b>November 4, 2015</b>
<b>Time:</b>	<b>6pm</b>
<b>Facilitators:</b>	<b>Dr. Marshall Mitzman</b>
<b>Recorder:</b>	<b>John Taylor</b>

### 1. Purpose of the Meeting/Introductions

(Name) called the meeting to order at (time); welcomed guests, and explained the goal of the meeting is to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Materials in the folders included: Agenda, Course Outlines, labor market information, Minutes, Model Curriculum Standards, Mission Statement, School-wide Learning Outcomes (SLO's), and WASC Strategic Plan Goals.

### 2. Business/Advisory Members Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Dr. Marshall Mitzman	Fingerprint of America	President/Owner
Elgin Lowe	Alameda County District Attorneys Office	Deputy District Attorney
Max Leung	East Bay Regional Parks Police Dept.	Police Assistant
Chief Spagnoli	San Leandro Police Department	Police Chief

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
John Taylor	Eden Area ROP	Lead CJ Instructor
Levine Visico	Eden Area ROP	Criminal Justice Instructor
David Chilimidos	Eden Area ROP	Criminal Justice Instructor
Craig Lang	Eden Area ROP	Director
Sheila Lawrence	Eden Area ROP	Assistant Director

### 4. Approval/Review of Minutes

John Taylor presented minutes from the previous meeting of November 5, 2014. Dr. Marshall Mitzman made the motion to approve the minutes of November 5, 2014. Max Leung seconded the motion. Motion carried, 4-0-0 minutes approved.

### 5. Curriculum/Overview

The advisory committee found the curriculum and content to be current with industry. Future changes should include more Cyber Security and Homeland Security curriculum.

### 6. Review Labor Market/Future Trends (Member Input and Suggestions)

- Status of Previous Recommendations: All previous recommendations were currently implemented

### 7. Work Based Learning Facts



## 8. Work Based Learning 11 Elements

- ## 9. Suggestions and Recommendations to Support Continuing the Program

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## Advisory Committee Minutes 2014-2015

<b>Program(s):</b>	<b>Criminal Justice &amp; Forensic Science</b>
<b>Date:</b>	<b>November 4, 2015</b>
<b>Time:</b>	<b>6pm</b>
<b>Facilitators:</b>	<b>Dr. Marshall Mitzman</b>
<b>Recorder:</b>	<b>John Taylor</b>

**9. Next Meeting:** November 2016

**11. Thank You and Adjournment**

The meeting was adjourned at 7:45pm with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.

Email sheet and the tally sheets of your members to Jennifer Aguilar at: [jaguilar@edenrop.org](mailto:jaguilar@edenrop.org)





## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Culinary Science</b>
<b>Date:</b>	<b>11/04/15</b>
<b>Time:</b>	<b>7:00 PM</b>
<b>Facilitator:</b>	<b>Ann Simmons</b>
<b>Recorder:</b>	<b>Tammy Wakerling</b>

### 1. Purpose of the Meeting/Introductions

**Ann Simmons** called the meeting to order at 7:00 PM; **Michael Schibler** welcomed guests, and he and **ANN** explained the goal of the meeting is to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Materials in the folders included: Agenda/Program, Course Outlines, CAROP applications, labor market information, Minutes, Mission Statement, School-wide Learning Outcomes (SLO's), and 11 CTE Elements.

### 2. Business/Advisory Members Present (Tally)

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Gary Freund	Dir. CAL State East bay	Director Hospitality
Mari Cruz Lopez	True Blue Inc.	Market Recruiter
Joni Nunez	Spartan Staffing	Market Recruiter
Patricia Sandoval	PS Scrumptious catering	Owner
Ann Simmons	Icing on the Cake EDA	Owner
Tammy Wakerling	Castro Valley Moose Lodge	Assistant Manager
Michael Ly	Sugar Bowl bakery	General manager

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Michael Schibler	Eden Area, R.O.P.	Culinary Science Instructor
Craig Lang	Eden Area ROP	Director
Sheila Lawrence	Eden Area ROP	Assistant Director

### 4. Approval/Review of Minutes

**Michael Schibler** presented minutes from the previous meeting of November 14<sup>th</sup> 2014. **Tammy wakerling** made the motion to approve the minutes of November 14<sup>th</sup> 2014. **Patricia Sandoval** seconded the motion. Motion carried, minutes approved.

#### After review of minutes,

Michael explained how he has implemented from the suggestions from the Advisory Committee's recommendations from last year. Better and more knife skills, better attitudes by being flexible and following simple instructions, having mock interviews and more preparedness for personal conversation via interviews. The students have been learning to be better prepared for an ever changing economy with financial knowledge, professional conduct and an emphasis in their work skill abilities.

## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Culinary Science</b>
<b>Date:</b>	<b>11/04/15</b>
<b>Time:</b>	<b>7:00 PM</b>
<b>Facilitator:</b>	<b>Ann Simmons</b>
<b>Recorder:</b>	<b>Tammy Wakerling</b>

5. **Review Student Learning Outcomes (SLOs) and Mission Statement** maintain a high quality career technical educational program. Materials in the folders included: Agenda, Course Outlines, 11 elements of quality CTE programs, Minutes, Model Curriculum Standards, Mission Statement, School-wide Learning Outcomes (SLO's), and Work base Learning over-all statistics.
6. **Review Labor Market Future Trends Data** The labor market study show the Culinary Industry is hiring and business indicators are up in all facets of food and service. **Mr.Fruend** talked about familiarizing students with the social media for marketing and that different exposure leads to more opportunity
7. **Review Course Outline and Curriculum (Member Input and Suggestions)**
  - **Course Description:** Culinary Science  
**Job Titles:** Entry level kitchen and service positions: Cooks, Short order Cooks, Fast Food Counter Attendants, Food Concession, Coffee Shops, Host and Hostess, Bussing tables and Servers, Catering, Customer Service, Packaging and Distribution, Janitorial, Sales Reps. in food service Co. Dish washers, and coffee baristas.
  - **Course Outline:** We distributed the course out-line and the advisors were impressed with the amount of items, knowledge, and information contained in the course description
  - **Hours of Instruction:** Our students will have 1080 hours of instruction.
  - **Instructional Materials:** : Introduction to Culinary Arts, Handouts, PowerPoint presentations, Smart Board, DVD's, Demonstrations and Hands-on preparation, cooking smart with you tube videos of culinary and customer service, and Hands on work preparation in school kitchen and during and for Events.
  - **Equipment:** : Knives and Cutting Boards, New equipment for this year the stack convection ovens, the 20 qt mixer and an emersion blender, students are also taught temperature by thermometer and finger touch for meats and fish, and the use of scales and a candy thermometer.
  - **Textbooks:** Introduction to Culinary Arts, FOUNDATIONS of restaurant management & culinary arts Pro Start, (level one and level two)
  - **Articulation/UC Approved/Academic Credit Status:** The Culinary Arts program meets UC a-g requirements for accreditation, and has an articulation with Mission College.
  - **Job Placement/Continuing Education:** Skills USA competition, Two dinners at peoples house, one for a party of six and one for a party of four at their homes **From The Garden To The Table** won to prepare this year from last year's Hayward city hall auction to benefit kids. The Pasta Feast at Eden Area R.O.P., San Leandro Unified School District Community Concert with Lenny Williams. **As the year progresses students will have an opportunity to either work or internship, or continue their Education with educational opportunities Mission Collage, DVC Culinary Program, The Culinary Institute, The Art Institute and Laney College in Oakland.**
8. **Share 2014 Work Based Learning Data with group**
  - Discuss types of Work-Based opportunities that our partners can provide. Record Ideas below:



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Culinary Science</b>
<b>Date:</b>	<b>11/04/15</b>
<b>Time:</b>	<b>7:00 PM</b>
<b>Facilitator:</b>	<b>Ann Simmons</b>
<b>Recorder:</b>	<b>Tammy Wakerling</b>

**Members offered** Work-Based opportunities **Ann Simmons** Suggested being more involved with advisory members to come to the school and be guest speakers and involve more businesses for and with the class for students to have even more opportunities for the work base learning.

**Michael Ly-** Suggested Internship Program **at the (sugar bowl bakery)**

**Gary Freund-** Resume Building, Field Trips, City College, Cruise Ships visits, Restaurants. (Cal State Hayward)

**Mari-Cruz and Joni Nunez-** resume building, Training and mock interviews, Point for internships. (On Campus)

### 9. Review the 11 CTE Elements with group

- Discuss evidence of 11 Elements within programs and focus on areas that need to be improved / supplemented..

**Mr. Schibler** explained the 11 elements for Culinary and went over the tracking of students and keeping them involved by the use of evidence. The members were interested in the process and offered these Ideas

**Record Ideas below: similar as the work base learning.**

**Michael Ly-** Internship Program **\_\_ (sugar bowl bakery)**

**Gary Freund-** Resume Building, Field Trips, City College, Cruise Ships visits, Restaurants. (Cal State Hayward)

**Mari-Cruz and Joni Nunez-** resume building, Training and mock interviews, Point for internships. (On Campus)

### 10. Suggestions and Recommendations to Support Continuing the Program

**Patricia Sandoval** Recommended to teach more Vegetarian, Organic, Gluten Free and Vegan

**Michael Ly** Suggested more Carbon Footprint environmental, water, packaging and composting Consciousness

**Tammy Wakerling** Recommended to build relationship with (DSAL) Deputy Sheriff's Activity League Program: Dig Deep Farms, (Organic) **Deagon Williams-** General Mgr., Including Kitchens, and Community Services of which Tammy Wakerling is on the board. Affiliated with **REACH (Ashland youth center)** (note our Guest speaker spoke about REACH this evening from Kaiser Permanente).

**Ann Simmons** made the motion to recommend support of continuing **the Culinary Science program**

**Gary Freund** seconded the motion. **Motion carried, ALL members are in favor.**

**ROP teachers do not motion or vote**

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### 11. Next Meeting: November 3, 2016

**12. Thank You and Adjournment:** **Ann Simmons** moved to adjourn the meeting at 8:15PM **Patricia Sandoval** Seconded the motion all in favor, **ALL IN favor replied**

The meeting was adjourned at (8:15PM) with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.

**Email completed minutes and the tally sheets of your members to Jennifer Aguilar at:**  
**jaguilar@edenrop.org**



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Dental Assisting</b>
<b>Date:</b>	<b>11/04/2015</b>
<b>Time:</b>	<b>6:00 PM</b>
<b>Facilitator:</b>	<b>Kathy O'Brien</b>
<b>Recorder:</b>	<b>Kathy O'Brien</b>

### 1. Purpose of the Meeting/Introductions

Kathy called the meeting to order at 6:30; welcomed guests, and explained the goal of the meeting is to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Materials in the folders included: Agenda, Course Outline, Labor Market Information, Minutes, Work-Based Learning handout, 11 Elements of a High Quality CTE Program handout, Legislative Update handout.

### 2. Business/Advisory Members Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Dr. Gerald Soo Hoo	Dentist in private practice	DDS
Dr. Steven Rothi	Dentist in private practice	DDS
Dr. Susan So	Dentist in private practice	DDS
Helena Martins	Dr. Moy	RDA
Crystal Toailoa	Dr. Johnson	DA
Anissa Barrot	UOP	RDA

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Kathy O'Brien, RDA	Eden Area ROP	Lead Instructor
Craig Lang	Eden Area ROP	Director
Sheila Lawrence	Eden Area ROP	Assistant Director

### 4. Approval/Review of Minutes

Kathy presented minutes from the previous meeting of 11/13/2014. Crystal made the motion to approve the minutes of 11/13/2014. Helena seconded the motion. Motion carried, minutes approved.

### 5. Review Labor Market Future Trends Data

Labor market report was reviewed by the committee. Members agreed that the employment prospects were good. Members felt that it was accurate and reflective of the current market.

### 6. Placement/Enrollment

Kathy reported current enrollment numbers to the committee:  
 17 AM High School students & 9 PM High School students  
 34 full time adult students  
 60 students total

### 7. Legislative Update

Kathy updated the membership on the key legislative issues currently facing dental assisting.

- 1) Licensing Exam
- 2) Lack of Regulatory Oversight

## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Dental Assisting</b>
<b>Date:</b>	<b>11/04/2015</b>
<b>Time:</b>	<b>6:00 PM</b>
<b>Facilitator:</b>	<b>Kathy O'Brien</b>
<b>Recorder:</b>	<b>Kathy O'Brien</b>

### 3) Dental Assisting Representation

The California Association of Dental Assisting Teachers (CADAT), the California Dental Assistant's Association (CDAA), and the Foundation for Allied Dental Education (FADE) have worked collaboratively to address these issues with the Dental Board and the Sunset Review Committee.

Where things stand today:

- There are no additional testing sites for the 2016 Practical Examination despite multiple requests over the past few years.
- The RDA Practical examination will continue until such time as the Board, between now and July 1, 2017, votes to suspend it, and such vote may occur once the board has the report from OPES. The examinations have suddenly resulted in higher passing rates (in 2014 the passing rate dropped from 80% to 19%), more progressive and positive handling of the candidates at the examination sites, and overall improved performance by all engaged in the process. Still have not seen any movement from the Board staff to develop candidate guidelines asked for by CADAT and the Chairman of the Examination Committee, Dr. Steve Casagrande, last November.
- Due to multiple staff departures, work on pending regulatory packages, specifically the educational programs and course requirements, has been suspended.
- DAC term limits: no DAC appointee may serve more than two (2) terms.

## 8. Curriculum Overview

- Update and Approval of Course Outline  
Members were given a copy of the new course outline aligned with the Common Core CTE Standards. Members unanimously voted to approve new, updated course outline.
- 11 Elements of a Quality CTE Program  
Committee discussed the 11 Elements of a Quality CTE Program and areas where the Dental Program falls short. The two key deficient areas were *Leadership at All Levels (1)* and *Student Support and Leadership Development (4)*. In every other area the program scored very well (2's and 3's).

Under *Leadership at All Levels*, the Dental Program lacks articulation with the community college system. Kathy explained that this is due, in large part, to the misconception by the community college that as a high school program our courses are not at the same level. In addition, there are few Dental Assisting/Dental Hygiene Programs to articulate with in the Bay Area.

Under *Student Support and Leadership Development*, the Dental Program is not actively involved with organizations such as DECA or Skills USA. Kathy will speak to John Taylor and see if there is a Dental component for Skills USA and will report back to the committee.

- Work-Based Learning Opportunities



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Dental Assisting</b>
<b>Date:</b>	<b>11/04/2015</b>
<b>Time:</b>	<b>6:00 PM</b>
<b>Facilitator:</b>	<b>Kathy O'Brien</b>
<b>Recorder:</b>	<b>Kathy O'Brien</b>

The committee agreed that the Dental Program addresses work-based learning opportunities very well. We have an extraordinary internship program, guest speakers, and community involvement through Give Kids a Smile, CDA Cares, etc.

### 9. Miscellaneous

Kathy informed the committee of the remodel that was completed this summer in the dental facility. The darkroom was converted into a sterilization room. This provided more space in the clinic area and complied with Dental Board regulations.

New x-ray manicans have been purchased. The closing mechanism is no longer in the head, but operated by a foot pedal. They also come with suction cup bases, allowing them to be moved off of the x-ray operator chairs and used in the classroom for demonstration purchases.

An EKG machine was purchased. It has not been assembled yet. Crystal volunteered to assist with the assembly and is also willing to come in and give demonstration to the students, as she previously worked with an oral surgeon.

### 10. Suggestions and Recommendations to Support Continuing the Program

Helena made the motion to recommend support of continuing the Dental Assisting Program. Dr. Soo Hoo seconded the motion. Motion carried, recommendation approved.

### 11. Next Meeting: November 2016

### 11. Thank You and Adjournment

The meeting was adjourned at 7:45 PM with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>First Responder</b>
<b>Date:</b>	<b>November 4, 2015</b>
<b>Time:</b>	<b>7:08 pm</b>
<b>Facilitator:</b>	<b>Marlene McDowell</b>
<b>Recorder:</b>	<b>Marlene McDowell</b>

### 1. Purpose of the Meeting/Introductions

Marlene called the meeting to order at 7:08 pm; welcomed guests, and explained the goal of the meeting is to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Materials in the folders included: Agenda/Program, Course Outlines, CAROP applications, labor market information, Minutes, Mission Statement, School-wide Learning Outcomes (SLO's), and 11 CTE Elements.

### 2. Business/Advisory Members Present (Tally)

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Ben Daggett	Hayward Fire Department	Firefighter/Paramedic
Rob Frank	Hayward Fire Department	APO/Firefighter/Paramedic
Stevie Walsh	Hayward Fire Department	Battalion Chief/Paramedic

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Marlene McDowell	Eden Area ROP	Teacher
John Peters	Eden Area ROP/Hayward Fire Department	Professional Consultant
Craig Lang	Eden Area ROP	Director
Sheila Lawrence	Eden Area ROP	Assistant Director

### 4. Approval/Review of Minutes

Marlene presented minutes from the previous meeting of November 5, 2014. Ben made the motion to approve the minutes of November 5, 2014. Rob seconded the motion. Motion carried, minutes approved. After review of minutes, share an example of how you implemented the suggestions from the Advisory Committee's recommendations last year.

Students now visit the Fire Station No. 6 (HFD—Training Station) every Monday where they learn how to pull and couple fire hose, complete events of the Candidate Physical Agility Test, and CPR certification.





## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>First Responder</b>
<b>Date:</b>	<b>November 4, 2015</b>
<b>Time:</b>	<b>7:08 pm</b>
<b>Facilitator:</b>	<b>Marlene McDowell</b>
<b>Recorder:</b>	<b>Marlene McDowell</b>

### 5. Review Student Learning Outcomes (SLOs) and Mission Statement

After the Advisory members read the SLOs and mission statement they were encouraged to know that developing integrity, good work ethics, and professionalism was incorporated into the curriculum. Ben and Rob mentioned that they could see that the students when at the fire station exhibited these skills.

### 6. Review Labor Market Future Trends Data

From 2012 to 2022, the U.S. economy is projected to add 20.5 million new jobs as total employment grows from nearly 143.1 million to more than 163.5 million. This 14.3 percent growth reflects the assumption of a full employment economy in 2020. Stevie mentioned that the Hayward Fire Department is hiring as a lot of the baby boomers are retiring.

### 7. Review Course Outline and Curriculum (Member Input and Suggestions)

- **Course Description:**

The purpose of this course is to expose the student to the skills and knowledge required of Firefighters, EMTs, and Paramedics, which are necessary to prepare students for further training and employment as a First Responder. First Responders in an emergency help to sustain life, reduce pain, minimize the consequences of injury or sudden illness, and preserve property. Today's professional fire science practitioner must be able to analyze and ethically solve complex issues involving firefighting, dealing with hazardous materials, management, budgeting, administration, and health and safety.

This course is designed to give students information, theory, skills and practice in the chosen training area. The core curriculum consists of, in part: Medical Terminology, Anatomy and Physiology, Legal & Ethical standards, Safety, Infection Control, Body Mechanics, Vital Signs, Death & Dying, Nutrition, and Basic Life Support, and Patient Assessment.

Instruction and certification of Basic Life Support (BLS), Cardiopulmonary Resuscitation (CPR), First Aid, Automated External Defibrillator, (AED) for infant, children and adults for healthcare providers is provided. Characteristics such as honesty, integrity, responsibility, and leadership will be emphasized.

Students are expected to participate in physical agility exercises. Students are also required to wear their uniforms on assigned professional dress day(s) and attend weekly trainings at the fire station.

- **Job Titles:**

The following lists of job titles comes from <http://www.labormarketinfo.edd.ca.gov/>.

Fire Engineers; Firefighters/EMTs; Firefighters/Paramedics; Forest Fire Fighters; Forest Ranger Technicians; and Foresters EMTs; Fire Fighter First Responders; Firefighters and EMTs; Firefighters and Paramedics; Flight Paramedics





## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>First Responder</b>
<b>Date:</b>	<b>November 4, 2015</b>
<b>Time:</b>	<b>7:08 pm</b>
<b>Facilitator:</b>	<b>Marlene McDowell</b>
<b>Recorder:</b>	<b>Marlene McDowell</b>

- **Course Outline:**

Members of the advisory board were given a copy of the course outline along with the Public Services Sector Description. Marlene emphasized that the Fire Science component is new this year with the support of the Hayward Fire Department and Captain Peters teaching fire science on Tuesday and Thursdays. CERT (Community Emergency Response Team) certification is also new.

- **Instructional Materials:**

Handouts, Scenarios (Medical/Trauma), Skills Sheets for NREMT (National Registry for Emergency Medical Technology), PowerPoint Presentations, Visual Aids, DVDs, Health Center 21, and Stride Academy.

- **Equipment:**

Laptops, Backboards, Blood Pressure Kits, AED trainer, trauma/medical jump kits, manual stretcher, scoop stretcher, infant and adult manikins, KED, 145 lb. manikin, radios, and stair chair.

- **Textbooks:**

Emergency Care and Transportation of the Sick and Injured. 10<sup>th</sup> edition. Orange Book Series.

Marlene presented to the Advisory Board the Essentials of Fire Fighting, IFSTA, as the recommended textbook for Fire Science.

Stevie made a motion that the Essentials of Fire Fighting be accepted as the recommended textbook for fire science. Ben second the motion. It was properly moved and seconded that the Essentials of Fire Fighting be accepted as the recommended textbook.

- **Articulation/UC Approved/Academic Credit Status:**

The First Responder instructors are collaborating with the instructor of the Fire Science program at Chabot College to begin articulation in 2016-17 school year. Also, part of the discussion is to provide second year students the opportunity to earn college credits while attending Eden Area ROP's fire science program.



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>First Responder</b>
<b>Date:</b>	<b>November 4, 2015</b>
<b>Time:</b>	<b>7:08 pm</b>
<b>Facilitator:</b>	<b>Marlene McDowell</b>
<b>Recorder:</b>	<b>Marlene McDowell</b>

- **Job Placement/Continuing Education:**

The First Responder class is an excellent pathway for any career in healthcare. Several students in the current class are interested in pursuing careers as registered nurses, x-ray technicians, and physical therapists. Several students from the 2014-15 class have completed certificated EMT programs. Three students are currently in Fire Science programs and one student from 2013-14 class was recently hired as a firefighter.

### 8. Share 2014 Work Based Learning Data with group

- Discuss types of Work-Based opportunities that our partners can provide. Record Ideas below:
  - Requested that the Hayward Fire Department provide ride alongs second semester.
  - Provide opportunities for community service, (i.e. toy drive)

### 9. Review the 11 CTE Elements with group

- Discuss evidence of 11 Elements within programs and focus on areas that need to be improved/supplemented. Record Ideas below:
  1. Leadership at all levels: Students are at the fire station once a week. Students are trained as firefighters.
  2. High Quality Curriculum and Instruction: Students practice fire science skills taught by firefighters.
  3. Career Exploration and Guidance: Students create resumes, cover letters, and have three professional references. Students have been made of the hiring process for firefighters in the Hayward Fire Department
  4. Student Support and Student Leadership Development: Students participate in SkillsUSA a professional organization that develops leadership skills and good work ethics. Every student has the opportunity to be a drill and march leader in class. During the weekly fire station visits students are given leadership roles while performing tasks.
  5. Industry Partners: Hayward Fire Department a strong supporter of the First Responder class. NorCal Ambulance Company provides classroom visits and will consider providing ride alongs for the students.
  6. System Alignment: The Advisory Board members reviewed the curriculum and concurred that it aligns with Fire Science one curriculum and the community college level.
  7. Effective Organization Design: This is the first year for incorporating fire science. After school ride alongs, extended-day activities will be planned.



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>First Responder</b>
<b>Date:</b>	<b>November 4, 2015</b>
<b>Time:</b>	<b>7:08 pm</b>
<b>Facilitator:</b>	<b>Marlene McDowell</b>
<b>Recorder:</b>	<b>Marlene McDowell</b>

8. System Responsiveness to Changing Economic Demands: Students are made aware of labor market demands by researching career pathways to fire science and EMS careers. There has been sufficient financial support to provide the supplies and equipment necessary for program instruction.
9. Skilled Faculty and Professional Development: Instructors have had careers in fire science and health occupations.
10. Evaluation, Accountability, and Continuous Improvement: There are annual student surveys, curriculum is also evaluated annually by the advisory board, and all curriculum has been aligned with common core standards and Schoolwide Learner Outcomes. All instructors have CTE certification.
11. CTE Promotion, Outreach, and Communication: Course Descriptions are being updated for the 2016-2017 school year. Sophomore tours, visits to middle schools, and back to school night and open house.

### 9. Suggestions and Recommendations to Support Continuing the Program

Rob made the motion to recommend support of continuing First Responder program Stevie seconded the motion. Motion carried, recommendation approved. **ROP teachers do not motion or vote**

Firefighters expressed their enjoyment providing training for the students at the training facility once a week. They are impressed with the students' enthusiasm and level of participation. They believe that this is a great way to prepare future firefighters

### 10. Next Meeting: November 3, 2016

### 11. Thank You and Adjournment

The meeting was adjourned at 8:00 pm with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.

Email completed minutes and the tally sheets of your members to Jennifer Aguilar at: [jaguilar@edenrop.org](mailto:jaguilar@edenrop.org)

## November 4, 2015 Graphics Advisory Meeting Highlights

- **Introduction of all participants:**

**David Moragne**, (*don't know his title, not my guest*) City Centre Digital Multimedia Productions, Inc.

**Kerstin Firmin**, Creative Manager, The Bar Association of San Francisco

**Derick Lee**, former Reinerio student, Pilot City founder, Cal Poly architecture grad 'visually-oriented'; POWER of graphics

**Kimy Gomez**, former Reinerio student, Academy of Art student w Advertising focus; currently working for Ideas Events, San Leandro, as photographer

**Sabrina ?** (*don't know last name or title, not my guest*), Hayward Unified Communications

**Emilio Garcia**, owner, Precision Graphics, San Leandro; designed new SLUSD logo 20 year-old family-owned business from design to print

- Identified GOAL of the evening: to select **top elements of a high quality CTE program...** lively discussion ensued from various participants

- David: provide a lab or work space for students to EXPERIMENT, get ideas of what can be done; work in teams to create video productions...each member plays a role on the team; provide internships and after school programs; internships build linkages from school to business

- Derick: give students the tools...free computers when you buy bandwidth, OTX.org; offer Adobe subscriptions for completing a Graphics Pathway

- Sabrina: Hayward reaching out to middle schools YEP, Youth Enrichment Program; market an idea!; marketing makes the connection to WHY do Graphics

- Kimy: Experimenting is critical; art with a PURPOSE is Graphics: important elements in a Graphics Pathway, a presentation class to develop ability to speak to a client and a class that focuses on COLOR

- Emilio: REAL WORLD events/projects; portfolios!; students branding themselves become viable freelancers

- Finally we all agreed on the **top critical elements:**

- Industry Partnerships

- Career Exploration and Guidance

- High-Quality Curriculum and Instruction

**EDEN AREA REGIONAL OCCUPATIONAL PROGRAM  
San Leandro High School Graphics/Yearbook  
Advisory Committee Meeting**

**Date:** November 19, 2015

**Time:** 11:25 p.m. – 12:20 p.m.

**1. Purpose of the Meeting/Introductions**

Linda Thurston thanked everyone for coming, called the meeting to order and explained the purpose of the meeting was to strengthen the program.

**2. Business/Advisory Members Present**

Heidi Ash	Pica Power	Yearbook Specialist
Jaclyn Holman	Pica Power	
Shelly Townsend	Balfour Publishing	Yearbook Specialist

**EAROP Teachers, Administrators Present**

Sheila Lawrence	EAROP	Off-Site Coordinator
Linda Thurston	San Leandro High School	Teacher
Dan DiCamillo	San Leandro High School	Assistant Principal

**Advisory committee members receiving invitations but unable to attend**

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Nadine Heiss	Herff Jones Publishing	Area Manager
Danielle Sill	Walsworth Publishing	Yearbook Specialist
Susan Heffran	Pica Power	Yearbook Specialist
Jane Roehrig	Pica Power	Yearbook Specialist

**3. Approval/Review of Minutes**

Of the advisors present, only Ms. Holman had attended the prior meeting, but she moved to approve the minutes, Townsend seconded and they voted in the affirmative.

**4. Curriculum Review**

Advisors were already familiar with our program. Discussion and comments included:

- Yearbook is “the most real world focused class in high school.”
- Yearbook students do better in post-high school experience.
- Ms. Lawrence pointed out that the same is true for CTE classes in general.
- While a-g credit for UC/CSU has been notoriously difficult to get for any class with the word “yearbook” in its title, Ms. Ash said they knew of a group of high schools who submitted the same curriculum and were approved. She promised to send a copy to Thurston.
- Discussion of Work Based Learning opportunities. Point was made that yearbook is a project based learning opportunity. Mention was made by Holman that Diablo Magazine in Contra Costa might be offering internships.
- Extensive review of the 11 Elements of a High Quality CTE System generated eight instances where the advisors pointed out that our program did more and better than teacher had originally ranked upon her review. After the meeting the teacher sent a list of these to Ms. Granger at the EAROP.

**5. Labor Market Information and Future Trends**

Discussion and comments included:

- Even with big changes in the industry, there are still lots of jobs in this area.
- Tons of skills from journalism and yearbook translate to many different careers.

Examples given included time management and meeting deadlines, working with peers, use of technology. There are “tons” of jobs in technology and photography. Skills are “very transferrable” and also apply to startups of having one’s own business.

**6. Suggestions and Recommendations**

- Try again for a-g recognition based on the submission by the high school consortium that achieved it. Ash promised to send a copy to Thurston.
- The advisors are impressed with the high quality of the work produced by the students. They recommended the program keep up the good work.

**7. Recommendation to Support Continuing the Program**

Townesend put forward a motion, seconded by Holman, to continue to support the ROP Graphics/Yearbook class at San Leandro. The motion was voted up unanimously by the three advisors.

**8. Conclusion**

The committee agreed to meet again next fall. The meeting was adjourned with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide advice for the program.

**9. Name of Person Taking/Preparing the Minutes**

Linda Thurston

# EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

## Advisory Committee Meeting 2015-2016



<b>Program(s):</b>	<b>Marketing Education Program</b>
<b>Date:</b>	<b>November 6, 2015</b>
<b>Time:</b>	<b>6:00 PM</b>

### 1. Purpose of the Meeting/Introductions

Deborah Maynard called the meeting to order at 7:15; welcomed guests, and explained the goal of the meeting was to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Deborah also introduced the agenda materials in the handout folders included: Agenda, Course Outlines, CTE 11 Elements of a High Quality CTE System, and labor market information.

### 2. Business/Advisory Members Present

1. Hank Deadrich	Deadrich Real Estate	Owner
2. Alfredo Matthew	NFTE	Program Director
3. Richard Fregosa	Fregosa Design	Owner/Principal
4. Rhonda Johnson	Merritt College	Counselor/Career Planning
5. Tiffany Griffith	Showtime Network / ROP	Account Manager
6. Blaney Barr	FIDM	College Outreach
7. Cynthia Fleury	DSM Biomedical, Inc	Document Control Specialist
8. October Vance	Development	Alameda Cty Regional Manager
9. Jasmine Vance	Tri-Valley Learning	Educational Specialist
10. Linda Luis	Dolphin Graphics	Owner
11. Davone Platz	E & K Scientific	Manager
12. Jose Romero	Tri Leadership	Photographer
13. Kiley Lockwood	Norstrom	Fashion Board Coordinator
14. Bob Lockwood	IDT	Engineer
15. Charita Hill Avent	Genentech	Analysts
16. Tina Hand	Intero Real Estate Services	Realtor
17. Gail Kiyomura	Lawrence Livermore Lab	Director
18. Kathy Smith	Insurance Company	Insurance Broker
19. Josh Auflauser	Sierra Club	Executive Coordinator
20. Claudia Bustamante	PG&E	
21. Zachery Borja	Trans America WSB	Representative
22. Abraham Barroso	Trans America WSB	Consultant
23. Santiago Ayala Vivas	BA SLHS	Consultant
24. Nicholas Serrato	BA SLHS	Consultant
25. Hayley Craig	Ever-FI	Consultant
26. Ketan Shah	Kaiser Permanente	Analyst

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

Dawn Fregosa	Eden Area ROP/San Leandro High	Instructor
Deborah Maynard	Eden Area ROP/San Leandro High	Instructor
Romy Shivers	Eden Area ROP/San Lorenzo High	Instructor
Christina Charlton	Eden Area ROP/Arroyo High	Instructor
Michelle Stephens	Eden Area ROP/Castro Valley High	Instructor

# EDEN AREA REGIONAL OCCUPATIONAL PROGRAM



## Advisory Committee Meeting 2015-2016

Program(s):	Marketing Education Program
Date:	November 6, 2015
Time:	6:00 PM

### 4. Advisory Committee Members receiving invitations but were unable to attend

Dan Dillman	Bal Theater	Owner
Teresa and Ruben DaSilva	Rubiano's Pizzeria	Owners
Mr. Francis Soloman	The Elegant Creations	Owner
Robert Mc Manus	Public Relation SLPD	Sargent
Alyssa Villanueva	Entrepreneur	Owner
Danielle Bisselli	NFTE Bay Area Manger	Consultant
Denise Snipes	Kaiser Permanente	Nurse
Brenda Johnson	Operation Hope	Director

5. **Approval of Minutes** – Michelle Stephens presented minutes and essential questions from the previous meeting of November 5, 2014. Alfredo Mathew made the motion to approve the minutes of November 5<sup>th</sup> , 2015. Richard Fregosa seconded the motion. Motion carried, minutes approved.
6. **Labor Market Information and Future Trends Discussion as it applies Marketing, Management Business and Finance and Sales Pathway, Marketing Curriculum / Presented by Michelle Stephens:**  
Hank D. stated Sales information was missing. Sales and analytical information was discussed. Sharita H. spoke about entry level education on the labor market and education requirement. Mr. Shah stated his concerns with about the market trends and more information for student opportunity.

### Introduction of our 11 Elements of Work Based Learning Opportunities by Christina Charleston

#### Focus Questions-

Career Exploration and Guidance,  
Student Support and Student Leadership Development,  
Industry Partnership/ Work Based Learning  
CTE Promotion, Outreach and Communication

#### Discussion Feedback:

**Blaney Bar: FIDM** presents to schools and reaches out to students. Also partner-up with graduate students and career center with campus tours.

**Alfredo Matthew: NFTE:** Bringing students to the office is easier, being one on one with students. There is room to host students in the East Bay (All day field trip). Students want to see what is in their backyard.

**Richard Fregosa: Fregosa Design:** Eden ROP should register with Kaiser to reach out to the community executives will be able to make a connection. Help students to find people who wants advertising and get 1<sup>st</sup> hand experience.

**Richard Fregosa: Fregosa Design:** Marketing teachers should reach out to the Chamber of Commerce, SCORE, large and small organizations to look at partnerships. By using the members from these organizations by branding ROP to these organizations. This would also give organization employable young students.



# EDEN AREA REGIONAL OCCUPATIONAL PROGRAM



## Advisory Committee Meeting 2015-2016

<b>Program(s):</b>	<b>Marketing Education Program</b>
<b>Date:</b>	<b>November 6, 2015</b>
<b>Time:</b>	<b>6:00 PM</b>

**Haley C. Ever-Fi:** Students can get jobs through social media with different organization. Getting companies to use their social media and put students into their social media sites.

**Linda Luis: Dolphin Graphics:** Would like to see competition with students design on Facebook, by showing support for community.

**Richard Fregosa** – Social media is a large part of the communities' social conscious. At Risk youth population is high and the community needs to invest in these students.

**Jose Romero / DECA** – Communication skills through DECA helped him make a career choice.

**Kylie Lockwood / Nordstrom** - Spoke about how DECA has helped her make career choices and lead her to her current position. She won the FIDM challenge that allowed her an invitation to ICDC in Orlando Florida,

Group Consensus on 11 Elements importance

- \* Leadership
- \* High Quality Curriculum and Instruction
- \* Career Exploration and Guidance
- \* Student Support and Student Leadership Development
- \* Industry Partnership / Work Based Learning
- \* System Alignment and Coherence
- \* Effective Organizational Design
- \* System Responsiveness to Changing Economic Demands
- \* Skilled Faculty and Professional Development
- \* Evaluation, Accountability and Continuous Improvement
- \* CTE Promotion, Outreach and Communication

End of Discussion

### 11. Recommendation to Support Continuing the Program

Unanimous motion to recommend support of continuing Marketing.

### 12. Thank You and Adjournment

The meeting was adjourned at 8:05 pm with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.

### 13. Name of Person - Preparing the Minutes: Deborah Maynard / see attached comments from advisors.

Email this to Jennifer Aguilar [jaguilar@edenrop.org](mailto:jaguilar@edenrop.org)

Dawn Fregosa has had several advisors reach out since the meeting.

## EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

### Advisory Committee Meeting 2015-2016



<b>Program(s):</b>	<b>Marketing Education Program</b>
<b>Date:</b>	<b>November 6, 2015</b>
<b>Time:</b>	<b>6:00 PM</b>

Zac from World Financial Group is reaching out to ALL the ROP classes to come to ALL content areas to do a financial literacy and budgeting presentations.

Hank D and Tina and I are working on a community walk/ Real Estate innovation, where kids will walk to an empty building, see the building , learn about Real Estate Careers and do market research to make suggestions based on the community , of who they should market the property to.

Blaney Barr from FIDM is scheduling to come in and do a presentation for my kids, as well as interested in my students writing an advertising campaign for her home based jewelry business.

Francis Soloman, who was unable to attend the meeting, reached out and will be having kids do an advertising campaign for his store, which he has recently re-branded.

Hayley Craig  
Hello Eden ROP teachers,

First off, thank you for inviting me to your dinner last night. It was great seeing you all in action and learning a bit more about the work you and your students do throughout the school year. I'm excited to work with you and your students!

I'm happy to help in a few ways. As a representative of EverFi, I am happy to come to judge DECA competitions and would be happy to share your program with the folks in my network. I'm here to help launch your classrooms and help you begin our EverFi programs. Please let me know if you need support, I'm here to help!

As you know, EverFi is free to you and your students because sponsors pay for the program. For those of you using the Financial Literacy program, this opens the doors for opportunities with Silicon Valley Bank. I can connect with SVB about the possibility of a classroom visit/panel, work shadowing or some sort of collaboration that gives your students insights into a career in finance. Similar to a hospital where not all employees are doctors or nurses, banks are the same way. Maybe of the people I connect with are not in financial roles, but rather manage marketing or business operations. It would be great if I could connect those people to Eden ROP.

Thanks again, look forward to all our work together this year!



## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Medical Careers</b>
<b>Date:</b>	<b>11/4/15</b>
<b>Time:</b>	<b>7:00pm-8:00pm</b>
<b>Facilitator:</b>	<b>Deborah K. Taylor</b>
<b>Recorder:</b>	<b>Deborah K. Taylor</b>

### 1. Purpose of the Meeting/Introductions

(Name) called the meeting to order at (time); welcomed guests, and explained the goal of the meeting is to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Materials in the folders included: Agenda/Program, Course Outlines, CAROP applications, labor market information, Minutes, Mission Statement, School-wide Learning Outcomes (SLO's), and 11 CTE Elements.

### 2. Business/Advisory Members Present (Tally)

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Ana Apodaca	Kaiser Permanente	Public Affairs Officer
Debra Lambert	Kaiser Permanente	Public Affairs Director

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

<b>Name</b>	<b>Organization</b>	<b>Job Title</b>
Sue Anderson	Castro Valley High School	Medical Careers Instructor
Craig Lang	Eden Area ROP	Director
Sheila Lawrence	Eden Area ROP	Assistant Director

### 4. Approval/Review of Minutes

(name) presented minutes from the previous meeting of (date). (Name) made the motion to approve the minutes of (date). (name) seconded the motion. Motion carried, minutes approved.

After review of minutes, share an example of how you implemented the suggestions from the Advisory Committee's recommendations last year. Previous meeting minutes not approved as all parties present were not attendees at last Advisory Committee Meeting. This item tabled until additional parties present to address Subject matter contained in minutes. Deborah K. Taylor, Medical Careers Instr./Meeting Facilitator.

## Advisory Committee Minutes 2015-2016

<b>Program(s):</b>	<b>Medical Careers</b>
<b>Date:</b>	<b>11/4/15</b>
<b>Time:</b>	<b>7:00pm-8:00pm</b>
<b>Facilitator:</b>	<b>Deborah K. Taylor</b>
<b>Recorder:</b>	<b>Deborah K. Taylor</b>

### 5. Review Student Learning Outcomes (SLOs) and Mission Statement

### 6. Review Labor Market Future Trends Data

Debra Lambert discussed Bay Area trends for new careers in health care: Medical Technician Programs, other entry level positions (specific to KP.org). Mrs. Lambert also inquired regarding EAROP relationship with St. Rose Hospital (i.e. specifics of Intern sites/recruitment of Preceptors). Deborah Taylor provided details regarding St. Rose Partnership & FACES for the Future.

### 7. Review Course Outline and Curriculum (Member Input and Suggestions)

- Course Description: Medical Careers
- Job Titles: Medical Technician, Phlebotomy, Administrative Medical Assistants
- Course Outline: Suggestions made regarding academic rigor, knowledge of Anatomy/Physiology
- Instructional Materials: Suggestions made regarding textbook (Introduction to Health Occupations-Simmers)
- Equipment: No comments/suggestions
- Textbooks: Introduction to Health Occupations-Badasch/Chesebro
- Articulation/UC Approved/Academic Credit Status: Discussed agreement with Chabot College
- Job Placement/Continuing Education:

### 8. Share 2014 Work Based Learning Data with group

○ Discuss types of Work-Based opportunities that our partners can provide. Record Ideas below:  
 \_Group discussion regarding strengthening quality/type of intern sites within Kaiser. Explored clinical site opportunities & expansion to new San Leandro Hospital/Clinic locations. Debra Lambert offered additional opportunities via SimLab, Summer Youth Employment Program (SYEP), Volunteer opportunities for students. Student opportunity to man Medical Information Kiosk. Discussion also regarding “collaborative of area Medical Careers Instructors” to assist Kaiser with WIB opportunities. Debra Lambert will f/u with Jayne Salinger regarding collaborative. Sue Anderson (Castro Valley USD) inquired regarding steps to locate guest speakers. Sue also inquired regarding FACES, St. Rose and Castro Valley student opportunities. Currently Castro Valley students are not enrolled in Medical Careers via EAROP—students remain at “home school”. Sue Anderson is Instructor for this class.

### 9. Review the 11 CTE Elements with group

- Discuss evidence of 11 Elements within programs and focus on areas that need to be improved/supplemented. Record Ideas below:



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Discussion of curriculum/instruction: Lesson plan samples provided, student work displayed. Debra Lambert emphasized training with regards to soft skills, cultural competence and empathy.

Industry partnership discussed at length: Role of Kaiser with EAROP, student opportunities (use of SimLab), SYEP/Internships, creation of Medical Careers Collaborative. Promotion/Outreach address by Debra Lambert. Debra wishes to explore ideas re: promotion of partnership & inclusion of all school campuses/ROP Centers.

### 9. Suggestions and Recommendations to Support Continuing the Program

(name) made the motion to recommend support of continuing (the name of the program) (name) seconded the motion. Motion carried, recommendation approved. **ROP teachers do not motion or vote**

Debra Lambert: Health Careers Collaborative. Debra to work with Jayne Salinger. All parties present at meeting agreed with creation of collaborative as well as coordination via Debra Lambert and Jayne Salinger.

### 10. Next Meeting: November 3, 2016

### 11. Thank You and Adjournment

The meeting was adjourned at (time) with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.

Email completed minutes and the tally sheets of your members to Jennifer Aguilar at:  
[jaguilar@edenrop.org](mailto:jaguilar@edenrop.org)

# EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

## Advisory Committee Meeting

(Merchandising Occupations)

**Date:** November 16, 2015

**Time:** 9:00-10:30am

### 1. Purpose of the Meeting/Introductions

*Cheryl Grixti called the meeting to order at 9:25am, welcomed guests, and did introductions. Cheryl passed out agenda, folders with WA1/Merchandising packets, and the ROP portfolio with advisory information.*

**Materials in the handout ROP portfolio included: Agenda, Course Outlines, Work Based Learning information on ROP students, the 11 Elements of High Quality CTE Program and ROP SLO's; School Wide Learners Outcomes**

### 2. Business/Advisory Members Present

Name	Organization	Job Title
Megan Bello <a href="mailto:mbello@cv.k12.us">mbello@cv.k12.us</a>	Mid-Alameda County SELPA 4400 Alma Ave. Castro Valley, CA 94546	Workability Coordinator
Julie Avilla <a href="mailto:javilla@slusd.us">javilla@slusd.us</a>	San Leandro USD 14735 Juniper Street San Leandro, CA 94579	Program Specialist
Charmain Wood <a href="mailto:cwood@husd.us">cwood@husd.us</a>	Hayward USD 24411 Amador Street Hayward, CA 94544	Program Specialist
Deidre Hill-Valdivia <a href="mailto:dhill@husd.k12.ca.us">dhill@husd.k12.ca.us</a>	Hayward USD 24411 Amador Street Hayward CA 94544	Counselor SPED

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

Name	Organization	Job Title
Cheryl Grixti	26316 Hesperian Blvd. Hayward, CA 94545	Merchandising Instructor Workability Coordinator
Jennifer Tavare	26316 Hesperian Blvd. Hayward, CA 94545	Merchandising Instructional Aide
Craig Lang	Eden ROP 26316 Hesperian Blvd. Hayward, CA 94545	Director

### 4. Advisory Committee Members receiving invitations but were unable to attend

Name	Organization	Job Title
Maureen Kennedy <a href="mailto:mkennedy@cv.k12.us">mkennedy@cv.k12.us</a>	Mid Alameda SELPA 4400 Alma Ave. Castro Valley, CA 94546	Program Specialist
Stephanie White <a href="mailto:swhite@husd.us">swhite@husd.us</a>	Hayward USD 24411 Amador Street Hayward, CA 94544	Program Specialist
Donna Knox	Hayward USD	Program Specialist

# EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

## Advisory Committee Meeting

(Merchandising Occupations)

**Date: November 16, 2015**

**Time: 9:00-10:30am**

<a href="mailto:dknox@husd.us">dknox@husd.us</a>	24411 Amador Street Hayward, CA 94544	
Laura Buedi <a href="mailto:lbuedi@slzusd.org">lbuedi@slzusd.org</a>	San Lorenzo USD 15510 Usher St. San Lorenzo, CA 94580	Program Specialist

### 5. Approval/Review of Minutes

*Cheryl Gixti presented minutes from the previous meeting November 5, 2014. Minutes were reviewed. Megan Bello motioned to approve minutes and Julie Avilla 2<sup>nd</sup>.*

### 6. Curriculum Review

Member Input: *all present approved to continue with current curriculum and the career success textbook and workbook- School to Career – Tenth edition*

Course Description: *The course is a key to success and will be preparing the students for the transition from high school to work based learning training site. It will help guide students through important twenty-first century life and career skills that they will need as they graduate from high school.*

Course Outline: Units: Career Exploration, the Job Hunt, Skills for Success, Career Planning, Job Satisfaction, Managing our Income,

Hours of Instruction: 540

Training Plans for Community Classroom and/or CVE-an introduction to a transition class or prep class for transition.

Instructional Materials: same as textbook and includes a workbook which goes along with the textbook.

Equipment: SmartBoard

Textbooks: 25

*All present were handed the School to Career Textbook and Ms. Gixti had the online version on the SmartBoard to help understand the having the textbook and workbook online further helps students follow along. All present voted yes to continue the current curriculum.*

*Ms. Gixti asked participants to look at the ROP portfolio. She introduced the SLO's, work based learning data, the 11 Elements of high quality CTE program, the quality program checklist and course outline.*

*Deidre motioned to continue and Megan Bello 2<sup>nd</sup>.*

### 7. Articulation/ UC Approved /Academic Credit status- discussion – does not apply to Merchandising for A-G.

### 8. Labor Market Information and Future Trends –

*Ms. Gixti presented the labor market trends with the medical field still in high demand up 20%, retail sales cashier up 2.6% and retail sale persons up 9.8% ([http://www.bls.gov/emp/ep\\_table\\_102.htm](http://www.bls.gov/emp/ep_table_102.htm) 2012 and projected 2022)*

*How will the economy impact current and future trends in training and employment? Ms. Gixti noted that with medical and retail students that transition from school to adult will have a greater chance to employment.*

*East Innovation of whom get adults with disabilities employment, will have greater success with these trends are high. It is the same for the retail portion for the Merchandising students and work based learning sites.*

*Ms. Gixti also presented information from a webinar by the LEAD Center <http://www.leadcenter.org/>, the Dept. of Justice (DOJ) and Civil Rights lawyers. The DOJ is making an aggressive effort to enforce the*

# EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

## Advisory Committee Meeting

(Merchandising Occupations)

<b>Date: November 16, 2015</b>	<b>Time: 9:00-10:30am</b>
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*integration mandate of adults with Intellectual Disability (I/D) and Developmental Disabilities (D/D) to have the opportunity to work in real jobs at competitive wages. Due to most adults with I/D & D/D are segregated sheltered workshops to the exclusion of integrated alternatives, such as supported employment services (The National LEAD Center Webinar: Disability, Employment & Lane v. Brown). The webinar also asked that society needs to look at how we accept those with disabilities and has asked that everyone ask friends, family members, and anyone they associate with to start spreading the word and it will be a start to how we can get those with disabilities in the workforce.*

*Ms. Gixti asked at this time, for everyone present to ask all around, everyone they associate with to start looking at changing 'how society looks at the disabled' and accept those with disabilities.*

*Ms. Gixti noted that this Workability has brought this to the coordinators attention and is looking at getting adults with disabilities prepared for the work site by the time they are age 22. Ms. Gixti noted that Merchandising is a 'Pre' to transition and turning age 22. But the issue lies with 'soft skills'. How do we/parties that apply to special need teachers, case managers, program managers, and merchandising get all students ready with soft skills, as their needs very drastically?*

*Julie and Charmain discussed how a lot of students don't have the social skills and to start with those with D/D first, due to students with I/D is a bigger conversation. We can look at how they are employable.*

*The discussion of a true job developer was brought up and Charmain asked what that would look like with the districts input of money. It could be part-time or full-time and as before they could be used with Merchandising and the transition programs. We could look at meeting again in the spring to discuss..*

- 9. Placement/Continuing Education –** *Continuing education is improved, as student from the transition programs are getting student enrolled in college. Ms. Gixti does a field trip to Chabot to the DSPS, so students get an interest in starting college or knowing what a college campus is like.*

*The Merchandising program is more important now with trying to get students ready with soft skills ,training experience and work based learning. Also program managers will look at sending students with I/D to Merchandising, but with an aide.*

*Ms. Gixti mentioned doing something earlier to introduce student to Merchandising at the 8<sup>th</sup> grade level, like our other programs do over the summer for ROP. Program managers agreed that if they too come up with a program that would help introduce soft skills and training early, it would be very beneficial. Megan came up with a check list with benchmarks, age appropriate or a portfolio type program that would include students having a check off list making sure before entering into the next grade level, the student would already be trained before moving onto the next level of skills and have pre requisites by the time the students get to Merchandising or the off-site transition program, they would be more prepared.*

*Ms. Gixti also asked "How could she get to introduce Merchandising to each school district?" Charmaine said "You could meet the students in each class." Megan said "You could have teacher meetings, but she found when she tried that there wasn't any room to do that and it would take more time, because you could only have a few students at a time." Julie said "You could use the tutorial hour at SLE to present or talk with the SPED students."*

- 10. Suggestions and Recommendations -** *Charmain is in full support and the others joined in to support, but it will take showing sped teachers this is a process to get early introduction of skills, soft skills and pre-requisites to further prepare students for adult worksites.*



# EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

## Advisory Committee Meeting

(Merchandising Occupations)

<b>Date: November 16, 2015</b>	<b>Time: 9:00-10:30am</b>
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- 11. Recommendation to Support Continuing the Program** – *It was unanimous that Merchandising continue, with adding students with I/D with an aide. Charmain motioned to approve and Deidre 2<sup>nd</sup>.*

- 12. Next Advisory meeting November, 2016 (TBD) in the morning.**

- 13. Thank You and Adjournment**

*Cheryl thanked all participants and gave all participants a USB drive with a Merchandising syllabus, a list of training sites, and the webinar slides for appreciation for attending the advisory meeting and mentioned it was very productive and Cheryl will set-up next years' meeting for 2016. Megan motioned to adjourn and Charmain 2<sup>nd</sup>.*

- 14. Name of Person Taking/Preparing the Minutes-** Ms. Jennifer Tavare and Cheryl Gixti



## EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Advisory Committee Meeting 2015-2016

<b>Program(s):</b>	welding
<b>Date:</b>	11\4\2015
<b>Time:</b>	7:00

### 1. Purpose of the Meeting/Introductions

Barbara Juarez called the meeting to order at 6:20pm; welcomed guests, and explained the goal of the meeting was to provide support and advice to help the instructor and the ROP maintain a high quality career technical educational program. Materials in the handout folders included: Agenda, last year meeting minutes, Course Outlines, curriculum standards, Mission Statement, School wide Learning Outcomes, 11 Elements and Strategic Plan Goals

### 2. Business/Advisory Members Present

Name	Organization	Job Title
Samuel Cadwell	SF Tubing	Tig Welder
Steve Johnson	Work hands	Owner
Peter Thuesen	Instructor Machine Tool Technology	Instructor

### 3. EAROP Teachers, Administrators, Staff, Ad Hoc Members, and Guests Present

Name	Organization	Job Title
Barbara Juarez	Eden ROP	Instructor
Craig Lang	Eden Area ROP	Director



## EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Advisory Committee Meeting 2015-2016

Program(s):	welding
Date:	11\4\2015
Time:	7:00

#### 4. Approval/Review of Minutes

Barbara presented minutes from the previous meeting of (November 05, 2014). Steve made the motion to approve the minutes and Samuel Caldwell seconded the motion. Motion carried, minutes approved.

#### 5 Review of Student Learning Outcomes (SLO's) and Mission Statement

- SLO's reviewed and changes explained. Members approved
- Mission Statement presented and approved by members
- Member Input :Full Support

- 6. Labor Market Information and Future Trends** - *Manufacturing is providing welding jobs. Understand the importance of CNC will help the students in high school. Machining is in large demand; People have to know the codes for the machine to make shapes. It's a great stepping tool, but you have to have more maturity. The machines are expensive and may get destroyed and having high school students (there may be exceptions), need to be mature before allowing to use. The students who get put into welding need to be career focused. Having them fill out a 'personal statement' or having an application to show the student is interested. There MUST be steps before incorporating the CNC machine. Welding is in high demand. Employers want to higher entry level. So some welding shops pay for starting welders and train. Program will start CNC training.*



## EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Advisory Committee Meeting 2015-2016

Program(s):	welding
Date:	11\4\2015
Time:	7:00

### 7 Review course Outline and Curriculum (Member Input and Suggestion Curriculum Review)

- Status of Previous Recommendations: Implemented, focus also on work ethics
- Member Input: *all approved to continue with curriculum and the new textbook*
- Course Description: *Advisory members reviewed standards and pathways*
- Job Titles:
- Course Outline:
  - Orientation (class / rules)
    - Shop Safety
    - Welding fundamentals
    - Welding Shop Safety
    - Base Metal Preparation & Metal Identification & Classification
    - Introduction to Blue prints & Symbols:
    - Oxy Acetylene Cutting
    - SMAW safety and equipment
    - FCAW Equipment & Set up
    - GMAW Equipment & Set up
    - GTAW Equipment & Set up
    - SMAW Welds & Techniques
    - Joint Fit Up, Layouts & Fixtures
    - Introduction to Hand Tools
    - Plasma Arc Cutting
    - Applied Math
    - Basic Communication Skills
    - Basic Employability Skills
    - Green Environment
    - Finishing Technique
- Hours of Instruction: 8:00-11:00 12:30-3:30
- Training Plans for Community Classroom and/or CVE:
- Instructional Materials: Textbooks, Portfolios, videos, work books, cylinders, metal
- Equipment: GMAW, SMAW, GTAW, Flux, Plasma machines, Helmets, Power tools, Hand tools, Grinders
- Textbooks: Welding level 1,2
- Articulation/ UC Approved / status- *still articulated with Chabot College*



## EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Advisory Committee Meeting 2015-2016

Program(s):	welding
Date:	11\4\2015
Time:	7:00

### 8 Share 2014 work base Learning Data With Advisory Group

- Advisors supported continued efforts in providing on-going “WBL” events and opportunities.
- Advisors agreed that expanded and frequent “WBL” transition of students to post-secondary training and stable careers.
- Advisors suggested: Presentation of related careers employment available.

### 9 Review the 11 Elements with Advisory Group

- Advisors expressed the benefits and importance of the “High Quality CTE program” assessment process the process identifies the program strengths and weaknesses allowing for focused improvement and modification.
- In addition, the process allows for confirmation of program legitimacy and role in the positive advancement if students towards lucrative / stable careers
- Advisors offered assistance in program advancement / improvement assessment identifies areas of weakness or in need of improvement

### 10 Suggestions and Recommendations

*Networking a major plus for job placement.  
CNC training for Ms. Juarez and students*

### 11 Recommendations to Support Continuing the Program –

Pete made the motion to recommend support of continuing (the Welding program) Samuel seconded the motion. Motion carried, recommendation approved. **ROP teachers do not motion or vote**

### 12. Next (Next Meeting November 3, 2016)

### 13. Thank You and Adjournment

The meeting was adjourned at 7:55pm with appreciation expressed to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.

### 14. Name of Person Taking/Preparing the Minutes: Barbara Juarez

Email this to Jennifer Aguilar [jaguilar@edenrop.org](mailto:jaguilar@edenrop.org)

# Information Items





**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director  
**SUBJECT:** CDE Course Review- Careers in Education

## **BACKGROUND**

Courses for regional occupational centers and programs (ROCPs) shall be developed with the cooperation of industry representatives from the occupation for which the courses are designed. The course outline will serve as the regional occupational center or program (ROCP) teacher's road map for providing learning experiences and opportunities for students to achieve career technical objectives effectively and efficiently. The outline helps the ROCP teacher ensure competency achievement.

## **CURRENT SITUATION**

Attached is the Course Review for the following program: Careers in Education, the statistics provided are derived from the 2015-2016 C101 follow-up study completed June 2016.

## **RECOMMENDATION**

Information only

**EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**  
**Criteria for Course Approval and Expansion Annual Review**  
**For Class Offerings 2015-2016 School Year**

<b>SCHOOL DISTRICT:</b>		<b>EDEN AREA ROP</b>		<b>LOCATION:</b>		<b>Eden Area ROP Center</b>	
<b>PROGRAM:</b>		<b>Careers In Education</b>		<b>INSTRUCTOR:</b>		<b>Erika Emery</b>	
Course Name		Enrollment as of 15/16 Year to Date	Enrollment as of 14/15 Year to Date	Enrollment as of 13/14 Year to Date			
Careers In Education		30	31	29			
Comments: <ul style="list-style-type: none"> <li>Required enrollment: Class enrollment maintained to sustain agreed master schedule for offsite and staffing.  <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO</li> <li>Retention rate (Active Enrollment divided by Year-to-date Enrollment):</li> </ul>							
<b>Text Book:</b> Working with Young Children				<b>Author:</b> N/A		<b>Edition:</b> 7th	
<b>NO.</b>	<b>YES</b>	<b>NO</b>					
1.	<b>✗</b>		<b>ENROLLMENT</b> – Course meets current or future labor market news.				
			<b>CLASS SCHEDULE:</b> Block		<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>
			3		1	3hrs.	25+
2.	<b>✗</b>		<b>AVAILABILITY OF QUALIFIED INSTRUCTOR</b> – Qualified/ Credentialed Instructor teaching course.				
3.	<b>✗</b>		<b>LEADERSHIP</b> – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.				
4.	<b>✗</b>		<b>CURRICULUM and INSTRUCTION</b> – Students are provided with a strong experience in and understanding of all aspects of industry.				
5.	<b>✗</b>		<b>SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT</b> – Course is designed as part of a sequence of courses, career pathways, etc.				
6.	<b>✗</b>		<b>ADVISORY COMMITTEE</b> – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.				
			<b>Comments:</b>				
7.	<b>✗</b>		<b>LABOR MARKET NEEDS</b> – Course meets current or future labor market needs.				
8.	<b>✗</b>		<b>WORK BASED LEARNING</b> – Course incorporates work based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)				
9.	<b>✗</b>		<b>COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION</b> – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing )				
10.	<b>✗</b>		<b>JOB PLACEMENT/FURTHER EDUCATION OPTIONS</b> – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.				
11.	<b>✗</b>		<b>FACILITIES AND EQUIPMENT ACCOMMODATION</b>				
			<input type="checkbox"/> District will provide a facility which adequately accommodates the program. <input checked="" type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.				
<b>OTHER CONSIDERATIONS:</b>							
<input checked="" type="checkbox"/> A-G Credit for UC - G <input checked="" type="checkbox"/> Community College Articulation - Chabot, Las Positas, Mission, Ohlone <input type="checkbox"/> Dual Enrollment				<input type="checkbox"/> State and National Licensing or Certification <input checked="" type="checkbox"/> Strong Business or Industry Partnership <input type="checkbox"/> Emerging Technologies -			
<b>COMPLIANCE CATEGORIES</b>							
<input checked="" type="checkbox"/> <b>R – Retain Program:</b> Program meets all criteria.		<input type="checkbox"/> <b>W - Watch Program:</b> All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> <b>P - Probation:</b> Criteria is not being met. Program in danger of suspension.		<input type="checkbox"/> <b>R – Reduce Program:</b> Downsizing program.	
						<input type="checkbox"/> <b>S/T - Suspend/ Terminate program.</b>	





**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director  
**SUBJECT:** Opening of School for the 2016-2017 School Year

## **BACKGROUND**

Every year, staff monitors pre-enrollment, actual enrollment and attendance to forecast and maintain alignment with projected ADA, and to make adjustments if necessary.

## **CURRENT SITUATION**

A report will be delivered to the Governing Board on the opening of the 2016-2017 school year. The participating high schools have worked closely with the ROP in encouraging students to take advantage of the career development opportunities available through ROP classes. This collaboration has proven very effective in providing excellent educational opportunities for students in all four of our participating districts.

## **RECOMMENDATION**

Information only

**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Sheila Lawrence, Assistant Director of Off-site Programs  
**SUBJECT:** Dates for Sophomore Tours and the Student Awards Ceremony

## BACKGROUND

Eden Area ROP has held an annual Student Awards in the late spring to recognize outstanding achievements of ROP students.

To promote awareness of the ROP programs and career opportunities for students the Eden Area ROP has collaborated with each of the comprehensive high schools to design, organize and facilitate “Sophomore Tours” days here at the Hayward Center.

## CURRENT SITUATION

After reviewing the calendars of each of the four school districts, as well as facility availability a date has been identified for the Student Awards Ceremony, Tuesday, May 10, 2017.

The Sophomore Tours have been scheduled for the following dates:

San Leandro High School	Friday, December 2, 2016
San Lorenzo High School	Friday, December 9, 2016
Arroyo High School	Friday, December 16, 2016
Castro Valley High School	Thursday, January 26, 2017 (pers.1-3)
	Friday, January 27, 2017 (pers.5-7)
Hayward High School	Friday, February 3, 2017
Mt. Eden High School	Friday, February 10, 2017
Tennyson High School	Friday, February 17, 2017
Nea Community Learning Center	Friday, February 24, 2017

In the spring staff will work with the continuation programs to schedule presentations for the current continuation students.

## RECOMMENDATION

Information only



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Eden Area ROP Service Awards

## **BACKGROUND**

Annually the Eden Area ROP recognizes staff for their years of service.

## **CURRENT SITUATION**

At the August 15, 2016 Staff Development Day, service pins recognizing years of service were presented to staff members. Below is a list of the recipients and their respective years of service.

Heather Bystrom	Medical Careers Instructor	10 Years
Annette Senter	Attendance Specialist	10 Years
Jennifer Aguilar	Lead Secretary	15 Years
Francisco De Leon	Dental Assisting Instructional Assistant	20 Years

## **RECOMMENDATION**

Information only

# Action Items





**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Marites Fermin, Business Manager  
**SUBJECT:** Request the Governing Board to approve the 2015-2016 Unaudited Actuals Income and Expenditure Report

### **CURRENT SITUATION**

The 2015-2016 Unaudited Actuals includes the documentation of all fiscal transactions of the district and presents the district's financial position for the period July 1, 2015 through June 30, 2016. It includes detailed summary information for the General Fund and all other funds in the district including Special Reserve for Postemployment Benefits, Capital Outlay Projects and Retiree Benefits Fund.

Unaudited Actuals for the year ended 2015-2016 documents the beginning fund balances of all funds; the totals of all revenues; the totals of all expenditures and the ending fund balances of all funds. Ending balances are forwarded to the next fiscal year 2016-2017.

The detailed report will be submitted to the Governing Board under a separate cover. Copies for the public are available upon request.

**Goals:**

Ensure the Financial Stability and Efficiency of the District

**Policy/Ed Code:**

Education Code 42120-42127

**Fiscal Impact:**

The 2015-2016 Unaudited Actuals General Fund and all other funds are reported in the Standardized Account Code Structure Report.

### **RECOMMENDATION**

It is recommended that the Governing Board approve the 2015-2016 Unaudited Actuals Income and Expenditure Report.



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Revised Calendar of Governing Board Meetings for the 2016-2017 School Year

## **BACKGROUND**

The Eden Area ROP annually presents the Governing Board with the Governing Board Meeting Calendar for the 2016-2017 school year.

## **CURRENT INFORMATION**

The Eden Area ROP 2016-2017 Governing Board Meeting Calendar was approved on June 2, 2016 at the Governing Board Meeting. Since June there have been some changes needed to better to accommodate scheduling conflicts.

ACOE will be holding their Annual Teacher of the Year Awards Night on October 6, 2016 at 6:30 pm at the Castro Valley Center for the Arts at Castro Valley High School. This will conflict with our October meeting and the ROP is suggesting the following options:

- Change the time of the meeting to 5:00 pm
- Keep the time, but change the location to Castro Valley USD board meeting room located at 4400 Alma Avenue, Castro Valley

## **RECOMMENDATION**

It is recommended that the Governing Board approve the Revised Calendar of Governing Board Meetings for the 2016-2017 school year.



## GOVERNING BOARD MEETING DATES 2016-2017

Eden Area ROP Governing Board meets the first Thursday of every month.\* and meetings begin promptly at 5:30 p.m. in the Eden Area ROP Boardroom in Building A. The following dates have been scheduled for 2016-2017:

July 2016-No meeting scheduled  
August 4, 2016  
September 1, 2016  
October 6, 2016 (time or location TBD)  
November 3, 2016  
December 8, 2016 (second Thursday)  
January 2017-No meeting scheduled  
February 2, 2017  
March 2, 2017  
April 6, 2017  
May 4, 2017  
June 1, 2017

\*With the exception of the months of January and July where no meeting is held.

## GOVERNING BOARD TERMS 2016-2017 SCHOOL YEAR

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

Board Member	Board Title	District	Term	New Term Commences
Gary Howard	President	Castro Valley	01/15-12/16	1/2017
Vince Rosato	Member	San Leandro	01/15-12/16	1/2017
Lisa Brunner	Vice-President	Hayward	01/16-12/17	1/2018
Janet Zamudio	Member	San Lorenzo	01/16-12/17	1/2018



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve Donation, Assignment, and Assumption Agreement with Construction Craft Training Center (CCTC)

## **BACKGROUND**

The Eden Area ROP and Construction Craft Training Center (CCTC) have had a long partnership. When CCTC applied for approval to provide training services, we applied jointly with them and were assigned school #109 by the Department of Industrial Relations. CCTC has been providing this training for adults for 30 years.

## **CURRENT SITUATION**

Construction Craft Training Center (CCTC) has approached the Eden Area ROP regarding assuming the operation of their adult electrical training program. In exchange for taking over the operation of this program, CCTC will donating all of their existing furniture, equipment and materials owned by CCTC. The Donation, Assignment, and Assumption Agreement provides the specifics of this transfer of property to Eden Area ROP in exchange for the continued operation of the electrical trainee program.

Fiscal Impact: funds generated from the adult programs will be used to cover the ongoing cost of providing the programs.

## **RECOMMENDATION**

It is recommended that the board approve the Donation, Assignment, and Assumption Agreement with Construction Craft Training Center (CCTC).



## DONATION, ASSIGNMENT, AND ASSUMPTION AGREEMENT

This DONATION, ASSIGNMENT, AND ASSUMPTION AGREEMENT (the “Agreement”) is made effective as of September 5, 2016 by and between Eden Area Regional Occupational Program, a California joint venture of Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts (“Eden Area ROP”), and Construction Craft Training Center, a California nonprofit public benefit corporation (“CCTC”), with reference to the following facts:

- A. Eden Area ROP is a governmental instrumentality and a qualified charitable organization under Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the “Code”).
- B. CCTC is a qualified charitable organization under Section 501(c)(3) of the Code and a public charity under Section 509(a)(1) of the Code.
- C. CCTC desires to transfer the operation of its existing Electrician Training Program to Eden Area ROP by making a contribution to Eden Area ROP of all of its assets, and Eden Area ROP desires to accept the transfer of the operation of the Electrician Training Program and agrees to assume certain CCTC’s liabilities as listed in Appendix VI, resulting in the net donation described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth below, the parties hereby agree as follows:

1. Contribution.

(a) Assets.

CCTC hereby irrevocably gives, delivers, transfers, and assigns to Eden Area ROP all right, title, and interest in and to the assets of CCTC more specifically described on in Appendix I (the “Assets”).

(b) Leases.

(1) 26200 Hayward Lease.

CCTC hereby assigns all of its right, title, and interest in and to that certain Hayward Business Park Lease Agreement by and between Chris Floethe dba Construction Craft Training as tenant and Hayward Business Park, Inc. as landlord, for the premises located at 26200 Industrial Blvd., Hayward, CA 94545, a copy of which is attached to this Agreement as Appendix II (the “26200 Lease”) and the aggregate security deposit held by Hayward pursuant to the 26200 Lease.

(2) 26206 Hayward Lease.

CCTC hereby assigns all of its right, title, and interest in and to that certain Hayward Business Park Lease Agreement by and between Chris Floethe dba Construction Craft Training as tenant

and Hayward Business Park, Inc. as landlord, for the premises located at 26206 Industrial Blvd., Hayward, CA 94545, a copy of which is attached to this Agreement as Appendix III (the “26206 Lease”) and the aggregate security deposit held by Hayward pursuant to the 26206 Lease.

An assignment of lease from Chris Floethe dba Construction Craft Training to CCTC for the 26200 Lease and the 26206 Lease is attached to this Agreement as Appendix IV and incorporated herein by reference.

(3) Turlock Lease.

CCTC hereby assigns all of its right, title, and interest in and to that certain Multi-Tenant Lease – Gross by and between CCTC as tenant and L & M Investments as landlord, for the premises located at 2480 Acme Court, Turlock, CA 95380, a copy of which is attached to this Agreement as Appendix V (the “Turlock Lease”) and the aggregate security deposit made by CCTC pursuant to the Turlock Lease.

2. Assumption of Liabilities.

Eden Area ROP hereby assumes only those CCTC liabilities as are set forth on Appendix VI, which include the liabilities under the 26200 Lease, the 26206 Lease, and the Turlock Lease. Other than the liabilities as are set forth on Appendix VI, Eden Area ROP does not assume any liabilities, known or unknown, of CCTC.

3. Representations of CCTC and Chris Floethe.

CCTC and Chris Floethe hereby represent and warrant to Eden Area ROP that:

- (a) CCTC has obtained all necessary consents to the transfer of the Assets, including the consents of Landlord as required under the 26200 Lease, the 26206 Lease, and the Turlock Lease.
- (b) The \$89,175 Long Term Note Payable as referenced on the August 30, 2015 CCTC Balance Sheet has been paid in full.
- (c) The \$10,800 Note Receivable as referenced on the August 30, 2015 CCTC Balance Sheet has been received and is no longer outstanding.
- (d) There are no liabilities of CCTC other than those listed on the most recent Balance Sheet.
- (e) The transfer of the Assets by CCTC will not violate any term of any agreement in place between CCTC and any third party.
- (f) CCTC owns the Assets free and clear from any lien or encumbrance, and has the power to transfer the Assets in accordance to the terms set forth in this Agreement.

4. Indemnity.

CCTC and Chris Floethe hereby, jointly and severally, agree to indemnify, defend and hold Eden Area ROP harmless for any damages incurred by Eden Area ROP based on CCTC and/or Chris Floethe's breach of this Agreement or any breach of the representations and warranties of CCTC and/or Chris Floethe as contained in this Agreement.

5. Miscellaneous.

(a) Governing Law.

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all parties were residents of California and this Agreement was made and performed in California.

(b) Successors and Assigns.

This Agreement and all its provisions shall be binding on and inure to the benefit of the successors and assigns of the parties.

(c) Notices.

Any notices given pursuant to this Agreement shall be in writing and shall be served either personally or delivered by United States mail, postage prepaid, registered or certified, return receipt requested, to the address set forth below for each party. Each party may change such address for notices by delivery of a written notice to the other party.

Eden Area ROP:	Eden Area Regional Occupational Program Attn: Linda Grainger, Superintendent 26316 Hesperian Blvd. Hayward, CA 94545
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CCTC:	Construction Craft Training Center Attn: Chris Floethe, Executive Director 26200 Industrial Blvd. Hayward, CA 94545
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(d) Entire Agreement.

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained.

(e) Amendment.

This Agreement may not be modified or amended other than by an agreement in writing signed by an authorized representative of each party hereto.

IN WITNESS WHEREOF, the parties have entered into this Donation, Assignment, and Assumption Agreement effective as of the date set forth above.

Eden Area Regional Occupational Program

Construction Craft Training Center

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

By: \_\_\_\_\_  
Chris Floethe, Executive Director  
Chris Floethe  
\_\_\_\_\_

**APPENDIX I  
TO  
DONATION AGREEMENT**

Assets and Liabilities

1. All assets listed on attached Balance Sheet dated \_\_\_\_\_, including but not limited to all accounts receivable of CCTC, all inventory, and all prepaid expenses.

**Construction Craft Training Center**  
**Balance Sheet**  
**June 30,2016**

<b>Assets</b>			
<b>Current Assets:</b>			
Cash	22,580.00	22,580.00	
Accounts Receivable	18,810.00		
Less: Reserve for Bad Debts	<u>2,594.00</u>	16,216.00	
Merchandise Inventory		-	
Prepaid Expenses			
Notes Receivable		<u>-</u>	
<b>Total Current Assets</b>			38,796.00
<b>Fixed Assets:</b>			
Vehicles	-		
Less: Accumulated Depreciation	<u>-</u>	-	
Furniture and Fixtures	20,250.00		
Less: Accumulated Depreciation	<u>3,916.00</u>	16,334.00	
Equipment	121,500.00		
Less: Accumulated Depreciation	<u>18,225.00</u>	103,275.00	
Buildings	-		
Less: Accumulated Depreciation	<u>-</u>	-	
Land		<u>-</u>	
<b>Total Fixed Assets</b>			119,609.00
<b>Other Assets:</b>			
Goodwill		<u>-</u>	
<b>Total Other Assets</b>			<u>-</u>
<b>Total Assets</b>			<u><u>158,405.00</u></u>

**Liabilities and Capital**

<b>Current Liabilities:</b>			
Accounts Payable		28,249.31	
2410 - Credit Card #8885		368.00	
2420- Credit Card #0339		19,614.00	
Payroll Liabilities		16,121.00	
Payroll wages		34,829.00	
Unearned Revenues		-	
Short-Term Notes Payable		-	
Short-Term Bank Loan Payable		<u>-</u>	
<b>Total Current Liabilities</b>			99,181.31

**Construction Craft Training Center**  
**Balance Sheet**  
**June 30, 2016**

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**Long-Term Liabilities:**

Long-Term Notes Payable

-

Mortgage Payable

-

**Total Long-Term Liabilities**

-

**Total Liabilities**

99,181.31

**Capital:**

Owner's Equity

-

Net Profit

59,224.00

**Total Capital**

59,224.00

**Total Liabilities and Capital**

158,405.31

**APPENDIX II  
TO  
DONATION AGREEMENT**

26200 Hayward Lease

See attached.



May 28, 2015

Construction Craft Training  
26200 Industrial Blvd  
Hayward, CA 94545

Dear Chris Floethe,

We have received your request to active the two year option term on your lease agreement for 26200 and 26206 Industrial Blvd. in Hayward, California. As further provided, the Option period shall be on the same terms and conditions as the lease agreement, with exception for the following terms:

The commencement date of the option begins June 1, 2015 and the option term ends May 31, 2017.

Per the option clause in the lease, Base Rent for 26200 Industrial Blvd will be increased by 2% in accordance with the Consumer Price Index clause to \$3055.00. It will be adjusted in accordance with the consumer price index on the commencement of the second year of the option term.

Base Rent for 26206 Industrial Blvd will be increased by 2% in accordance with the Consumer Price Index clause to \$2142.00. It will be adjusted in accordance with the consumer price index on the commencement of the second year of the option term.

Sincerely,



Kelsey Pressnall  
Administration  
Kelsey@friesproperties.com

## Hayward Business Park Lease Agreement

Hayward Business Park Inc., herein called "Lessor" whose address is 26250 Industrial Boulevard, Hayward CA 94545 and Chris Floethe dba Construction Craft Training "Lessee" whose address is 26200 Industrial Blvd, Hayward, CA 94545, agree to the following terms and conditions relating to the lease of land and improvements within the Hayward Business Park.

### 1. GRANT AND TERM

#### 1.1. LEASED PREMISES.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor demises and leases to the Lessee and Lessee rents from Lessor, those certain premises, now in the Hayward Business Park (herein called the "Business Park"), commonly known as 26206 Industrial Blvd., in the City of Hayward, County of Alameda, California, premises consists of a store having approximately 2550 square feet herein called the "leased premises".

#### 1.2. USE OF ADDITIONAL AREAS.

The use and occupation by the Lessee of the leased premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, and other facilities as may be designated from time to time by the Lessor, subject however to the terms and conditions of this agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by Lessor.

#### 1.3. COMMENCEMENT OF TERM.

The term of this lease, and Lessee's obligation to pay rent, shall commence on June 1, 2014. In the event that the fixed date above does not occur on the first day of the month, Lessee shall pay rent for the fractional month on a per diem basis (calculated on the basis of a thirty day month) until the first day of the month when the term hereunder commences; and thereafter the minimum rent shall be paid in equal monthly installments on the first day of each and every month in advance.

#### 1.4. ACCEPTANCE

Lessee shall, by entering into and occupying the demised premises be conclusively deemed to have accepted the same and to have acknowledged that said demised premises are in good order, condition and repair.

#### 1.5. LENGTH OF TERM.

The term of this lease shall be for one (1) year and commencement of the term as provided in Section 1.3 hereof and lease shall expire on May 31, 2015.

#### 1.6. EXCUSE OF LESSOR'S PERFORMANCE.



Anything in this agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of the Lessor, the Lessor shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing rain or muddy conditions, through Act of God or other cause beyond the control of the Lessor.

### 2. RENT

#### 2.1. MINIMUM RENT.

The fixed minimum rent during the term of this lease shall be payable by Lessee in monthly installments, or on or before the first day of each month in advance, at the office of the Lessor or at such other place designated by Lessor, without any prior demand therefore, and without any deduction or set-off whatsoever, and shall be as follows:

Base Rent per month, is two thousand, one hundred (\$2100.00) dollars.

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In the event the fixed minimum monthly rent is not paid to Lessor by Lessee within 10 (ten) days of the date on which it is due Lessee agrees to pay to Lessor as additional rent, a late-charge of 10% of rental amount due. Lessee further agrees to pay Lessor any costs incurred by Lessor in effecting the collection of such past due rent and late-charge including but not limited to reasonable fees of an attorney or collection agency. The parties hereto agree that all late charges shall be deemed additional rent and shall be due and payable as such within five (5) days of Lessee's receipt of a statement itemizing the same. Nothing herein contained shall limit any other remedy of Lessor.

2.2. REAL ESTATE TAXES

Lessee agrees to pay Lessee's pro rata share of all real property taxes and assessments which may be levied or assessed by any lawful authority against the land on which buildings are located and improvements thereon in the Business Park. Lessee shall pay said taxes monthly upon receipt from Lessor of a statement delineating Lessee share of said taxes and said share shall be paid within five (5) days after receipt of said statement. Lessee's pro rata share shall be apportioned according to the floor area of the demised premises as it relates to the total floor area of the building or buildings including the demised premises. All taxes for the year in which this lease commences shall be apportioned and adjusted.

As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extra ordinary, and license fee, commercial rental tax, improvement bond or bonds, levy or tax [other than inheritance, personal income or estate taxes] imposed upon the premises by any authority having the direct or indirect powers of tax, including any city, state or federal government, or any school, sanitary, fire, street, drainage or other improvement district thereof as against any legal or equitable interest of Lessor in the premises or in the real property of which the premises are a part, as against Lessor's business of leasing the premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge [1] in substitution of partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of real property tax or [2] the nature of which was hereinbefore included within the definition of real property tax or [3] which is imposed for a service or right not charged prior to June 1, 1978, or if previously charged has been increased since June 1, 1978.

2.3. ADDITIONAL RENT.

The Lessee shall pay as additional rent money required to be paid pursuant to sections 2.2, 8.1, 10.1, 11.2, 11.4, and 12.1, and all other sums of money or charges required to be paid by Lessee under this lease, without any deductions or setoffs whatsoever, whether or not the same shall be designated "additional rent." If such amounts or charges are not paid at the time provided in this lease, the Lessee further agrees to pay to Lessor any cost incurred by Lessor in effectuating the collection of such past due amounts or charges including but not limited to fees of an attorney or a collection agency. The parties hereto agree that all of the hereinabove mentioned charges shall be deemed additional rent and shall be all due and payable as such within five (5) days of Lessee's receipt of a statement itemizing the same. Nothing herein contained shall limit any other remedy of Lessor.

2.4. ADJUSTMENTS TO MINIMUM RENT.

2.4.1. Commencing with the end of the first lease year, the minimum rent may be adjusted and after the end of each subsequent lease year during the term of this lease in accordance with the Consumer Price Index, hereinafter called "CPI" as published by the Bureau of Labor Statistics (U.S. Cities Average for all Urban Consumers) between (i) the amount of that Index as last published prior to the beginning of the preceding 12-month period, and (ii) the amount of that Index as last published prior to the date on which the rental increase is to occur

2.4.2. The CPI as of the first month shall be designated as the Beginning Index;

2.4.3. Promptly after the end of the first Lease Year and each year thereafter, the annual rental shall be adjusted as follows. If the CPI has increased over the beginning index, the minimum monthly rent payable during the next lease year shall be set by multiplying the minimum rent set forth in paragraph 4.1 by a fraction, the numerator of which is the CPI and the denominator is the beginning index. As soon as the minimum monthly rent for the next lease year is set, the Lessor shall give Lessee notice of the amount of the new minimum monthly rent. If the index is changed so that the base year differs from that used as of the date most immediately preceding the date the first lease year commences, the CPI shall be converted in accordance with conversion factors

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published by the United States Department of Labor Statistics. If the index is discontinued or revised during the term, such other government index with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index were not discontinued. In no event shall the annual increase be less than 2% or more than 4%.

### 3. CONSTRUCTION OF LEASED PREMISES

#### 3.1. CHANGES AND ADDITIONS TO BUILDINGS.

Lessor hereby reserves the right at any time to make alterations or additions to and to build additional stories on the building in which the premises are contained and to build adjoining the same. Lessor also reserves the right to construct other buildings or improvements in the Business Park from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same. Easements for light and air are not included in the leasing of these premises to Lessee. Lessor further reserves the exclusive right to the roof except as provided in this lease agreement.

#### 3.2. RIGHT TO RELOCATE.

Lessor reserves the right at any time to vary and adjust the size of the various buildings, co-Lessees, automobile parking areas, and other common areas as described in this lease, provided, however, that said parking area (including landscaped and common areas) shall at all times be in compliance with the minimum requirements of the City of Hayward, County of Alameda, State of California.

### 4. CONDUCT OF BUSINESS BY LESSEE

#### 4.1. USE OF PREMISES.

Lessee shall use the leased premises for the purpose of conducting the business of: Office & Classroom. Lessee shall occupy the leased premises within thirty (30) days after the date of the notice provided for in Section 1.3 hereof, and shall conduct continuously in the leased premises the business above stated. Lessee will not use or permit, or suffer the use of the leased premises for any other business or purpose without Lessor's approval.

#### 4.2. CONDUCT OF BUSINESS.



Lessee acknowledges that Lessor makes no representations as to the present or future condition of the demised premises, or to the fitness, desirability or zoning hereof for any particular purpose, and Lessor shall not be liable for any charges therein or additions thereto required by any public authority. Any permits or requirements of any kind pertaining to the operation of Lessee's business will be Lessee's responsibility and any construction or special equipment required by public authority to enable Lessee to conduct his business shall likewise be Lessee's sole cost and responsibility.

#### 4.3. ACCEPTANCE OF PREMISES

Acceptance of demised premises except as may be otherwise herein provided, Lessees shall be entering into and occupying the demised premises shall be deemed to have accepted the demised premises "as is" and to have acknowledged that the same are as represented by Lessor and in good order, condition and repair. Lessee acknowledges that it has reviewed and examined the demised premises prior to the execution hereof to its complete satisfaction.

#### 4.4. OPERATION OF BUSINESS.

Lessee shall operate one hundred percent (100%) of the leased premises during the entire term of this lease with due diligence and efficiency unless prevented from doing so by causes beyond Lessee's control. Subject to inability by reason of strikes or labor disputes, Lessee shall carry at all times in said premises a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum return to Lessee. Lessee shall conduct its business in the leased premises during the regular customary days and hours for such type of business in the City or trade area in which the Business Park is located.

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**4.5. STORAGE**

Lessee shall warehouse, store and/or stock in the leased premises only such goods, wares and merchandise as Lessee intends to offer for sale at retail at, in, from or upon the leased premises. No auction, fire or bankruptcy sales may be conducted in the leased premises without the previous written consent of Lessor.

**5. GRANT OF CONCESSIONS****5.1. CONDITIONS TO GRANT.**

The provision against subletting elsewhere contained in this lease shall not prohibit Lessee from granting concessions for the operation of one or more departments of the business which Lessee is permitted by Section 4.1 to conduct in or upon the leased premises; provided, however that [a] each such concession may be granted only upon receipt by Lessee of the written consent of the Lessor and shall be subject to all terms and provisions of this lease; [b] at least seventy-five percent (75%) of the sales floor area of the leased premises shall be at all times devoted to the business of and be operated by Lessee.

**6. SECURITY DEPOSIT****6.1. AMOUNT OF DEPOSIT.**

Lessee, contemporaneously with the execution of this lease, will deposit with Lessor the sum of two thousand and forty (\$2040.00). Said deposit shall be held by Lessor, without liability for interest, as security for the faithful performance by Lessee of all of the terms, covenants, and conditions of this lease by said Lessee to be kept and performed during the term hereof. If at any time during the term of this lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Lessee to Lessor hereunder shall be overdue and unpaid then Lessor may, at the option of Lessor (but Lessor shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sum. It is expressly understood that this sum does not apply toward rent.

**6.2. USE AND RETURN OF DEPOSIT.**

In the event of the failure of Lessee to keep and perform any of the terms, covenants and conditions of this lease to be kept and performed by Lessee, then the Lessor at its option may, after terminating this lease, appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate the Lessor for all loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should the entire deposit, or any portion thereof, be appropriated and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, then Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security to the original sum deposited and Lessee's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this lease. Should Lessee comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Lessee to Lessor hereunder, the said deposit shall be returned in full to Lessee within two weeks from the end of the term of this lease, or upon the earlier termination of this lease.

**6.3. TRANSFER OF DEPOSIT.**

Lessor may deliver the funds deposited hereunder by Lessee to the purchaser of Lessor's interest in the leased premises, in the event that such interest is sold, and thereupon Lessor shall be discharged from any further liability with respect to such deposit.

**7. PARKING AND COMMON USE AREAS AND FACILITIES****7.1. CONTROL OF COMMON AREAS BY LESSOR.**

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Lessor in or near the Business Park, including employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first-aid stations, comfort stations and other areas and improvements provided by Lessor for the general use, in common, of Lessees, their officers, agents,

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employees and customers, shall at all times be subject to the exclusive control and management of Lessor, and Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Lessor shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements, to police the same, from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by Lessees, their officers, agents and employees to employee parking areas; to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating by Lessees; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Lessor's council, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Lessor shall determine to be advisable with a view to the improvement of the convenience and use thereof by Lessees, their officers, agents, employees and customers. Lessor will operate and maintain the common facilities referred to above in such a manner as Lessor, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Lessor shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

7.2. LICENSE.

All common areas and facilities not within the leased premises, which Lessee may be permitted to use and occupy, are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished, Lessor shall not be subject to any liability nor shall Lessee be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.

## 8. COST OF MAINTENANCE OF COMMON AREAS [NNN]

8.1. LESSEE TO BEAR PRO RATA SHARE OF EXPENSE.

8.1.1. In each lease year, as defined in Section 2.1 hereof, Lessee will pay to Lessor, in addition to the rentals specified in Article II hereof, as further additional rent, subject to the limitation hereinafter set forth, a proportion of the Business Park's operating cost, hereinafter defined, based upon the ratio of the square feet of all the building space in the Business Park.

8.1.2. For the purpose of this Section 8.1 the "Business Park's operating cost" means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined, actually used or available for use by Lessee and the employees, agents, servants, customers and other invitees of Lessee, specifically including without limitation, gardening and landscaping, the cost of public liability and property damage insurance, fire and extended coverage insurance, joint utilities, painting, and repairs (not capital in nature), property management, employment of security guards, bookkeeping, real estate property taxes and assessments thereon, and the cost of personnel to implement such services, to direct parking, and to police the common facilities. "Common Facilities" means all areas, space, equipment, and special services provided by Lessor for the common or joint use and benefit of the occupants of the Business Park, their employees, agents, servants, customers and other invitees, including without limitation parking areas, access roads, driveways, retaining walls, landscaped areas, truck service ways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks, comfort and first aid stations, washrooms, parcel pick-up stations and Business Park sign rental.

8.1.3. The additional rent to be paid in this Section 8.1 and also Sections 2.2, 11.1 and 11.2 shall be paid monthly in advance. The monthly charge shall be estimated for a twelve (12) month period and adjusted annually upwards or downwards to reflect the actual cost incurred. Lessee will then be credited or billed accordingly at year end to reflect this adjustment. Lessee shall have the right to review the breakdown on the operating costs that are incurred for the premises once a year, should Lessee request.

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8.1.4. Changes in any particular floor area occurring during any monthly period shall be effective on the first day of the next succeeding monthly period, and the amount of any floor area in effect for the whole of any monthly period shall be the average of the total amounts in effect on the first day of each calendar month in such monthly period.

## 9. SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

### 9.1. INSTALLATION BY LESSEE.

All fixtures installed by Lessee shall be new or completely reconditioned. Lessee shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Lessor's written approval and consent. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought.

### 9.2. REMOVAL AND INSURANCE BY LESSEE.

All alterations, decorations, additions and improvements made by the Lessee, or made by the Lessor on the Lessee's behalf by agreement under this lease, shall remain the property of the Lessee for the term of the lease, or any extension or renewal thereof. The Lessee shall at all times maintain fire insurance with extended coverage in the name of the Lessor and the Lessee, in an amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in the event of fire or extended coverage loss. Lessee shall deliver to the Lessor certificates of such fire insurance policies which shall contain a clause requiring the insurer to give the Lessor ten (10) days notice of cancellation of such policies. Such alterations, decorations, additions and improvements shall not be removed from the premises without prior consent in writing from the Lessor. Upon expiration of this lease, or any renewal term thereof, the Lessee shall remove all such alterations, decorations, additions and improvements, and restore the leased premises as provided in Section 10.3 hereof. If the Lessee fails to remove such alterations, decorations, additions and improvements and restore the leased premises, then upon the expiration of this lease, or any renewal thereof, and upon the Lessee's removal from the premises, all such alterations, decorations, additions and improvements shall become the property of the Lessor.

### 9.3. LESSEE SHALL DISCHARGE ALL LIENS.

Lessee shall promptly pay all contractors and material men, if such were employed by Lessee or Lessee's agents for work or modifications in the leased premises, so as to minimize the possibility of a lien attaching to the leased premises, and should any such lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor.


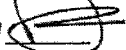
### 9.4. SIGNS, AWNINGS AND CANOPIES.

Lessee will not place or suffer to be placed or maintained on any exterior door, wall or window of the leased premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the leased premises without first obtaining Lessor's written approval and consent. Lessee further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Lessee agrees, at Lessee's sole cost, to obtain a sign in strict conformance with Lessor's sign criteria as to design, material, color, location, size, and letter style.

## 10. MAINTENANCE OF LEASED PREMISES

### 10.1. MAINTENANCE BY LESSEE.

10.1.1. Lessee shall at all times keep the leased premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, door jams, door closers, door hardware, fixtures, equipment and appurtenances thereof (including electrical, lighting, heating and plumbing fixtures, and any air conditioning system, including leaks around ducts, pipes, vents, or other parts of the air conditioning, heating or plumbing systems which protrude through the roof) in good order, condition and repair including

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replacements (including reasonably periodic painting as determined by Lessor), damage by unavoidable casualty excepted, except for structural portions of the premises, which shall be maintained by Lessor, but if Lessor is required to make repairs to structural portions by reason of Lessee's negligent acts or omission to act, Lessor may add the cost of such repairs to the rent which shall thereafter become due.

10.1.2. Lessee shall comply with all legal requirements now or hereafter affecting or applying to the premises at Lessee's sole cost and expense.

10.1.3. Lessee shall keep the premises and all other parts of the Business Park free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Lessee or for Lessee by Lessee's Agents, and agrees to bond against, discharge any mechanic's or material men's lien, or post security with Lessor, satisfactory to Lessor, within ten (10) days after the filing of any such lien. In no event said bond and security shall be in an amount less than twice the amount of such lien. In the event Lessee fails to do any of the following within said ten (10) day period, Lessor may pay the underlying claim thereof, or otherwise discharge said lien, at Lessee's sole cost and expense. Lessee shall reimburse Lessor therefore, together with interest at the interest rate of ten percent (10%) within ten (10) days after Lessor's demand therefore.

10.1.4. Lessee expressly waives Sections 1941 and 1933(i) of the California Civil Code, and all other rights to make repairs at the expense of Lessor or deduct any amounts from rent as provided in any statute or law in effect during the term of this Lease in any.

#### 10.2. MAINTENANCE BY LESSOR.

If Lessee refuses or neglects to repair properly as required hereunder and to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property or to Lessee's business by reason thereof, and upon completion thereof, Lessee shall pay Lessor's reasonable costs for making such repairs, upon presentation of bill thereof, as additional rent. Said bill shall include interest at ten (10%) percent on said cost beginning fifteen (15) days after the date of completion and written notification of such completion of repairs by Lessor to the Lessee.

#### 10.3. SURRENDER OF PREMISES.

At the expiration of the tenancy hereby created, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted to the extent that the same is covered by Lessor's fire insurance policy with extended coverage endorsement, and shall surrender all keys for the leased premises to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, safes and vaults, if any, in the leased premises. Lessee shall remove all its trade fixtures, and any alterations or improvements as provided in Section 9.2 hereof, before surrendering the premises as aforesaid and shall repair any damage to the leased premises caused thereby. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

#### 10.4. RULES AND REGULATIONS.

10.4.1. The Lessee agrees as follows:

10.4.1.1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Lessor.

10.4.1.2. The delivery or shipping of merchandise, supplies and fixtures to and from the leased premises shall be subject to such rules and regulations as in the judgment of the Lessor are necessary for the proper operation of the leased premises or Business Park.

10.4.1.3. All garbage and refuse shall be kept in the kind of container specified by Lessor, and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Lessor. If Lessor shall provide or designate a service for picking up refuse and garbage, Lessee shall use same at Lessee's cost. Lessee shall pay the cost of removal of any of Lessee's refuse or rubbish.

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- 10.4.1.4. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of the Lessor any aerial so installed without such written consent shall be subject to removal without notice at any time.
- 10.4.1.5. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of the Lessor.
- 10.4.1.6. The outside areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by the Lessee to the satisfaction of the Lessor and Lessee shall not place or permit any obstructions or merchandise in such areas.
- 10.4.1.7. Lessee and Lessee's employees shall park their cars only in those portions of the parking area designated for that purpose by Lessor. In the event the Lessee or its employees fail to park their cars in designated parking areas as aforesaid or parks illegally, then the Lessor at its option shall have the right to tow such vehicles, at vehicle Lessor expense, upon such infraction.
- 10.4.1.8. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Lessee, who shall, or whose employees, agents or invitees shall have caused it.
- 10.4.1.9. Lessee shall not burn any trash or garbage of any kind in or about the leased premises, or the Business Park.
- 10.4.1.10. Lessee and Lessee's employees and agents shall not solicit business in the parking or other common areas, nor shall Lessee distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas.
- 10.5. Lessor reserves the right from time to time to amend or supplement the foregoing rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the leased premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Lessee.
- 10.6. Lessee agrees to comply with all such rules and regulations upon notice to Lessee from Lessor, provided that such rules and regulations shall apply uniformly to all Lessees of the Business Park.

## 11. INSURANCE AND INDEMNITY

### 11.1. LIABILITY INSURANCE.

Lessee shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises, the sidewalks in front of the leased premises, and the business operated by Lessee and any sub-Lessees of Lessee in the leased premises in which the limits of public liability shall be not less than \$1,000,000.00 for each occurrence and in which the property damage liability shall be not less than \$500,000.00 for each occurrence. The policy shall name Lessor, any person, firms or corporations designated by Lessor, and Lessee as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice. The insurance shall be in the insurance company approved by Lessor and a copy of the policy or a certificate of insurance shall be delivered to Lessor.

### 11.2. FIRE INSURANCE PREMIUM.

Lessor shall, at its cost and expense, maintain fire and extended coverage insurance throughout the term of this lease in an amount equal to at least ninety percent (90%) of the replacement value (exclusive of foundation and excavation costs) of the leased premises and/or the building of which the leased premises are a part. However, Lessee agrees to reimburse Lessor for Lessee's prorata share of any premiums for said fire and extended coverage insurance that may be charged during the term of this lease on the amount of such insurance which may be carried by Lessor on said premises or the building of which they are a part. This reimbursement charge will be paid monthly in advance as specified in Section 8.1.

### 11.3. PLATE GLASS

Lessee shall be responsible for any and all plate and other glass damaged or broken from any cause whatsoever in and about the leased premises. Lessee may elect to be self-insured for plate glass breakage of damage

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**11.4. INDEMNIFICATION OF LESSOR.**

Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, lessees or concessionaires. In case Lessor shall, without fault on its part, be made a party to any litigation commenced solely by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this lease.

**12. UTILITIES**

**12.1. UTILITY SERVICES.**

It is the Lessee's responsibility to arrange for gas, electrical, and any telecommunication service required.

**12.2. UTILITY CHARGES.**

Lessee shall be solely responsible for and promptly pay all charges for heat, water, gas electricity or any other utility used or consumed in the leased premises. Should Lessor elect to supply the water gas, heat, electricity or any other utility used or consumed in the leased premises, Lessee agrees to purchase and pay for the same as additional rent as apportioned by the Lessor. In no event shall Lessor be liable for an interruption or failure in supply of any such utilities to the leased premises

**12.3. Lessor does NOT cover, include or guarantee any communication service or communication infrastructure, capacity, bandwidth or speed of said service including, but not limited to internet service, cable services, T-1 lines, or telephone services, and or service and distribution lines within the interior or exterior of the building.**

**13. OFFSET STATEMENT, ATTORNMENT SUBORDINATION**

**13.1. OFFSET STATEMENT**

Estoppel certificate: Lessee shall at any time, and from time to time, upon not less than ten (10) days prior written request by Lessor execute, acknowledge, and deliver to Lessor a statement in writing certifying that this lease is unmodified and in full force and effect (or, that there shall have been modifications, that the lease is modified and in full force and effect as modified and stating the modifications) and the dates to which the fixed rent and any other charges or payments have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this paragraph may be relied upon by Lessor or any prospective purchaser, mortgagee, assignee of any mortgagee, or the trustee or beneficiary of any deed of trust placed upon the demised premises or the real property of which the demised premises are a part.

**13.2. ATTORNMENT.**

Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Lessor covering the leased premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor under this lease.

**13.3. SUBORDINATION.**

Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage or mortgages or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and buildings of which the leased premises are a part or upon any buildings hereafter placed upon the land of which the lease premises are a part, and to all advances made or hereafter to be made upon the security thereof. This section shall be self-operative and no further instrument of subordination shall be required by any mortgagee.

**13.4. ATTORNEY-IN-FACT.**

The Lessee, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Sections 13.2 and 13.3 above as shall be requested by the Lessor. The Lessee hereby irrevocably appoints the Lessor as attorney-in-fact for the Lessee with full power and authority to execute and deliver in the

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name of the Lessee any such instruments or certificates. If fifteen (15) days after the date of a written request by Lessor to execute such instruments, the Lessee shall not have executed the same, the Lessor may, at its option, cancel this lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

#### 14. ASSIGNMENT AND SUBLETTING

##### 14.1. CONSENT REQUIRED.

Lessee will not assign this lease in whole or in part, nor sublet all or any part of the leased premises, without the prior written consent of Lessor in each instance. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this lease be assigned, or if the leased premises or any part thereof be underlet or occupied by anybody other than Lessee, Lessor may collect rent from the assignee, under-Lessee or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-Lessee or occupant as Lessee, or a release of Lessee from the further performance by Lessee of covenants on the part of Lessee herein contained. Notwithstanding any assignment or sublease, Lessee shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions of this lease.

14.1.1. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this lease or consent to the assignment of the demised premises. In the event any of the following are not satisfied in Lessor's sole and absolute discretion and Lessor chooses to withhold consent to such requested assignment or subletting, such withholding shall be deemed to be reasonable:

14.1.1.1. The intended use of the premises by such proposed assignee or sub-lessee:

14.1.1.1.1. Shall not conflict with any lease then in effect with respect to or with any other use of any other premises by any other occupant in the Business Park;

14.1.1.1.2. Shall conform with Lessor's desired "Lessee mix" within the Business Park;

14.1.1.1.3. Shall be in keeping with the quality or character of the Business Park or not constitute a nuisance;

14.1.1.1.4. Such proposed assignee or sub-lessee shall be of sound financial net worth; proposed assignee must be approved by Lessor prior to any closing of any transfer.

14.1.1.1.5. Such proposed assignee or sub-lessee shall satisfy Lessor that it has had not less than three (3) years of prior experience operating a successful business of the type intended to be operated in the premises;

14.1.1.1.6. The impact of such proposed assignee or sub-lessee would not have a disadvantageous impact on the Common Area or other occupants of the Business Park.

14.1.2. Any assignment or subletting to which Lessor has not consented (other than permitted above) shall be null and void, and at Lessor's option shall constitute a material default hereunder, permitting Lessor to terminate this Lease in addition to all other rights and remedies now or hereafter available to Lessor hereunder or at law or in equity.

14.1.3. Lessee shall forward to Lessor for Lessor's approval (1) financial statements of such proposed assignee or sub-lessee; (2) a history of the business experience of such proposed assignee or sub-lessee; and (3) a copy of the proposed assignment or sublease, pursuant to which such assignee or sub-lessee shall assume all obligations on Lessee's part to be performed hereunder and an agreement to observe all of the terms, provisions, covenants, conditions and agreements hereunder.

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## 15. WASTE, GOVERNMENTAL REGULATIONS

### 15.1. WASTE OR NUISANCE.

Lessee shall not commit or suffer to be committed any waste upon the leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Lessee in the building in which the leased premises may be located, or in the Business Park, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Business Park.

### 15.2. GOVERNMENTAL REGULATIONS.

Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all city, county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said premises, including the installation of additional facilities as required for the conduct and continuance of Lessee's business, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.



## 16. DESTRUCTION OF LEASED PREMISES

### 16.1. RECONSTRUCTION OF DAMAGED PREMISES.

In the event the premises shall be rendered partially or totally unleaseable as a result of fire or other casualty covered by insurance carried by Lessor, then the premises shall be promptly repaired to the extent of the insurance proceeds received by Lessor therefor, unless Lessor shall elect not to rebuild as hereinafter provided, the fixed minimum rental shall be abated in proportion to the amount of the leased premises rendered unleaseable shall be pro ratably reduced until so repaired. Lessor shall be obligated to cause such repairs to be made Unless Lessor, at its sole option elect to cause Lessee to make such repairs, in which event Lessee shall promptly complete the same and Lessor will make available to Lessee for the sole purpose of reconstruction of the premises such portion of the insurance proceeds received by Lessor from its insurance carrier, allocated to the premises. Any amount expended by Lessee in excess of such insurance proceeds received by Lessor and made available to Lessee shall be the sole obligation of Lessee. In the event of reconstruction or repair by Lessor, any amount expended by Lessor in repairing the improvements to the premises in excess of the proceeds of insurance received by Lessor allocated to the premises shall be repayable by Lessee to Lessor within ten (10) days after receipt by Lessee from Lessor of a statement setting forth the amount of such excess, together with interest at the highest rate from the date Lessor incurred such amount to the date of payment by Lessee.

16.2. Lessor and Lessor's insurance carrier shall determine the amount of insurance proceeds attributable to the damage of such improvements which determination shall be binding upon Lessor and Lessee. The party required hereunder to repair the damage to the premises shall reconstruct such premises in accordance with the working drawings originally approved by Lessor. In no event shall Lessor be required to repair or replace Lessee's merchandise, trade fixtures, furnishings or equipment. If more than thirty-five percent (35%) of the Floor Area of the building in which the premises are located shall be damaged or destroyed by fire or other casualty, or if during the last three (3) years of the Term more than twenty-five percent (25%) of the premises or the Floor Area of the building in which the premises are located ("Building") shall be damaged or destroyed by fire or other casualty then Lessor may either elect that the Building and/or premises, as the case may be, be repaired or rebuilt or, at its election to so terminate. Such notice shall be given, if at all, within ninety (90) days after the occurrence of such damage or destruction. If Lessor is required or elects to repair or rebuild or requires the Lessee to repair or rebuild the premises as herein provided, Lessee shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to its damage or destruction...

16.3. If the premises cannot be restored within 90 days of the loss, or the loss occurs during the last 3 months of the lease, this lease can be terminated by either party. During such 90 day period Lessee shall not be required to pay monthly lease/ rent to the Lessor.

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## 17. EMINENT DOMAIN

### 17.1. TOTAL CONDEMNATION.

If the whole of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Lessee shall have no claim against Lessor for the value of any unexpired term of this lease.

### 17.2. TOTAL PARKING AREA.

If the whole of the common parking areas in the Business Park shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding unless Lessor shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the leased premises, and such substantially equal parking facilities shall be provided by Lessor at its own expense within ninety (90) days from the date of acquisition. In the event that Lessor shall provide such other substantially equal parking facilities, then this lease shall continue in full force and effect. In any event, Lessee shall have no claim against Lessor for the value of any unexpired term of this lease.

### 17.3. PARTIAL CONDEMNATION.

If any part of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of the Lessee, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any unexpired term of this lease and the Lessee shall not have any payment obligations for the remainder term of the lease from the date of such Partial Condemnation. In the event of a partial taking or condemnation which is not extensive enough and is mutually agreed upon as suitable for the business of the Lessee, then Lessor shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this lease shall continue in full force and effect.

### 17.4. LESSOR'S DAMAGES.

In the event of any condemnation or taking as hereinabove provided, whether whole or partial, the Lessee shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Lessor is to receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof.

### 17.5. LESSEE'S DAMAGES.

Although all damages in the event of any condemnation are to belong to the Lessor whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment.

## 18. DEFAULT OF LESSEE

### 18.1. RIGHT TO RE-ENTER.

In the event of any failure of Lessee to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Lessee for more than THREE (3) days after written notice of such default shall have been received by Lessee, or if Lessee shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Lessee in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Lessee shall abandon said premises, or suffer this lease to be taken under any writ of execution, then Lessor besides other rights

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or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

**18.2. RIGHT TO RELET.**

Pursuant to 18.1, Should Lessor elect to re-enter, as above provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this lease, make such reasonable alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable; upon each such reletting all rentals received by the Lessor from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Lessor shall be construed as an election on its part to terminate this lease unless a written notice of such intention is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the leased premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the currently agreed rental value of the leased premises as described in section 2.3 for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

**18.3. LEGAL EXPENSES.**

In the event of any action or proceeding brought by either party against the other under this lease, each party shall bear their own costs and fees of its attorneys in such action or proceeding, including costs of appeal, if any.



**18.4. WAIVER OF RIGHTS OF REDEMPTION.**

Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of the leased premises, by reason of the violation by Lessee or any of the covenants or conditions of this lease, or otherwise.

**19. ACCESS BY LESSOR**

**19.1. RIGHT OF ENTRY.**

Given 24 hours notice, Lessor or Lessor's agents shall have the right to enter the leased premises during normal business hours and make reasonable efforts not to impact the business of the Lessee to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations improvements or additions as Lessor may deem necessary or desirable, and Lessor shall be allowed to take all material into and upon said premises that may be required therefore without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, in the event it is necessary to temporarily close the business office during such repairs. During the six months prior to the expiration of the term of this lease or any renewal term, Lessor may exhibit the premises to prospective Lessees or purchasers, and place upon the premises the usual notices "To Let" or "For Sale" which notices Lessee shall permit to remain thereon without molestation. Lessor will take all appropriate measures to attempt to make repairs during times that does not impede on the Lessee's Business.

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## 20. LESSEE'S PROPERTY

### 20.1. TAXES ON LEASEHOLD.

Lessee shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this lease against any leasehold interest or lessee's personal property of any kind, owned by or placed in, upon or about the leased premises by the Lessee.

### 20.2. LOSS AND DAMAGE.

Lessor shall not be liable for any damage to property of Lessee or of others located on the leased premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the leased premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by other Lessees or persons in the leased premises, occupants of adjacent property, of the Business Park, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Lessee kept or stored on the leased premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's Insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Lessor.

### 20.3. NOTICE BY LESSEE.

Lessee shall give immediate notice to Lessor in case of fire or accidents in the leased premises or in the building of which the premises are a part or of defects therein or in any fixtures or equipment.

## 21. HOLDING OVER, SUCCESSORS

### 21.1. HOLDING OVER.

Any holding over after the expiration of the term hereof, with the consent of the Lessor, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

### 21.2. SUCCESSORS.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided in Section 16.1 hereof.

## 22. QUIET ENJOYMENT

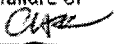

### 22.1. LESSOR'S COVENANT.

Upon payment by the Lessee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject, nevertheless, to the terms and conditions of this lease.

## 23. MISCELLANEOUS

### 23.1. WAIVER.

The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of

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Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Lessor, unless such waiver is in writing by Lessor.

**23.2. ACCORD AND SATISFACTION.**

No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account (of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this lease period.

**23.3. ENTIRE AGREEMENT.**

This lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions or understandings, either oral, or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

**23.4. NO PARTNERSHIP.**

Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Lessee. The provisions of this lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

**23.5. FORCE MAJEURE.**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 24.5 shall not operate to excuse Lessee from the prompt payment of rent, percentage rent, additional rent or any other payments required by the terms of this lease.

**23.6. NOTICES.**

(a) Any notice by Lessee to Lessor must be served by certified or registered mail, postage prepaid, addressed to Lessor at the address first hereinabove given or at such other address as Lessor may designate by written notice.

(b) Any notice by Lessor to Lessee must be served by Certified or registered mail, postage prepaid, addressed to Lessee at the leased premises or at such other address as Lessee shall designate by written notice.


**23.7. CAPTIONS AND SECTION NUMBERS.**

The captions, section numbers, article numbers, and index appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this lease nor in any way affect this lease.

**23.8. LESSEE DEFINED, USE OF PRONOUN.**

The word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Lessor or Lessee shall be deemed a proper reference even though Lessor or Lessee may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where there is more than one Lessor or Lessee and to either corporations; associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

**23.9. PARTIAL INVALIDITY.** If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such

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term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

## 24. RECORDING

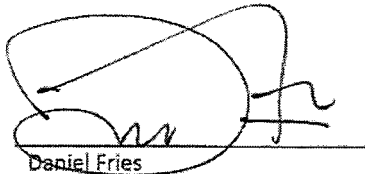
24.1. Lessee shall not record this lease without the written consent of Lessor.

## 25. OPTION

25.1. If all terms and conditions have been carried out successfully, Lessor hereby grants Lessee the right, option and privilege of extending and renewing the term of the Lease for One (1) additional period(s) of Two (2) year(s) beginning on the termination date of the lease. Lessee shall notify Lessor no later than 90 days prior to expiration of this lease to inform Lessor of Lessee's intent to exercise the option. If notice is not received within the time specified, it will be assumed that Tenant will not exercise the option and the option shall be forfeited.


25.2. If assignee timely exercises the option to renew the term, the term shall thereafter automatically be extended and renewed for an additional two (2) year(s), which the extended and renewed term shall be on all of the same covenants, terms, and conditions as are contained in the Lease, except for the Base Rent which at the beginning of the first full calendar month in the option term, and if applicable, at one year intervals thereafter, the monthly rental shall increase, but not decrease, in proportion to any percentage increase in the Consumer Price Index as published by the Bureau of Labor Statistics (U.S. Cities Average for all Urban Consumers) between (i) the amount of that Index as last published prior to the beginning of the preceding 12-month period, and (ii) the amount of that Index as last published prior to the date on which the rental increase is to occur. In any event, the rent for any lease year shall be increased by not less than two (2%) per annum and shall not be increased by more than four (4%) per annum. In no event shall the monthly rental, as adjusted hereunder, be less than the applicable minimum rental set forth in section 2.01 above.

25.3. In the event that Lessee and Lessor cannot arrive at an agreement within 30 days after the expiration of this lease, all terms shall be considered on a month to month tenancy and the option shall be forfeited.



Daniel Fries  
Lessor, Lessor's Agent  
Fries Properties Inc.  
39678 Mission Blvd.  
Fremont, Ca 94539

4/27/14  
Date



Chris Floethe  
Lessee  
Construction Craft Training  
26200 Industrial Blvd  
Hayward, CA 94545

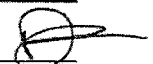
4/18/2014  
Date

None

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**APPENDIX III  
TO  
DONATION AGREEMENT**

26206 Hayward Lease

See attached.

May 28, 2015

Construction Craft Training  
26200 Industrial Blvd  
Hayward, CA 94545

Dear Chris Floethe,

We have received your request to active the two year option term on your lease agreement for 26200 and 26206 Industrial Blvd. in Hayward, California. As further provided, the Option period shall be on the same terms and conditions as the lease agreement, with exception for the following terms:

The commencement date of the option begins June 1, 2015 and the option term ends May 31, 2017.

Per the option clause in the lease, Base Rent for 26200 Industrial Blvd will be increased by 2% in accordance with the Consumer Price Index clause to \$3055.00. It will be adjusted in accordance with the consumer price index on the commencement of the second year of the option term.

Base Rent for 26206 Industrial Blvd will be increased by 2% in accordance with the Consumer Price Index clause to \$2142.00. It will be adjusted in accordance with the consumer price index on the commencement of the second year of the option term.

Sincerely,



Kelsey Pressnall  
Administration  
Kelsey@friesproperties.com

## Hayward Business Park Lease Agreement

Hayward Business Park Inc., herein called "Lessor" whose address is 26250 Industrial Boulevard, Hayward CA 94545 and Chris Floethe dba Construction Craft Training "Lessee" whose address is 26200 Industrial Blvd, Hayward, CA 94545, agree to the following terms and conditions relating to the lease of land and improvements within the Hayward Business Park.

### 1. GRANT AND TERM

#### 1.1. LEASED PREMISES.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor demises and leases to the Lessee and Lessee rents from Lessor, those certain premises, now in the Hayward Business Park (herein called the "Business Park"), commonly known as 26200 Industrial Blvd., in the City of Hayward, County of Alameda, California, premises consists of a store having approximately 3650 square feet herein called the "leased premises".

#### 1.2. USE OF ADDITIONAL AREAS.

The use and occupation by the Lessee of the leased premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, and other facilities as may be designated from time to time by the Lessor, subject however to the terms and conditions of this agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by Lessor.

#### 1.3. COMMENCEMENT OF TERM.

The term of this lease, and Lessee's obligation to pay rent, shall commence on June 1, 2014. In the event that the fixed date above does not occur on the first day of the month, Lessee shall pay rent for the fractional month on a per diem basis (calculated on the basis of a thirty day month) until the first day of the month when the term hereunder commences; and thereafter the minimum rent shall be paid in equal monthly installments on the first day of each and every month in advance.

#### 1.4. ACCEPTANCE

Lessee shall, by entering into and occupying the demised premises be conclusively deemed to have accepted the same and to have acknowledged that said demised premises are in good order, condition and repair.

#### 1.5. LENGTH OF TERM.

The term of this lease shall be for one (1) year and commencement of the term as provided in Section 1.3 hereof and lease shall expire on May 31, 2015.

#### 1.6. EXCUSE OF LESSOR'S PERFORMANCE.



Anything in this agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of the Lessor, the Lessor shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing rain or muddy conditions, through Act of God or other cause beyond the control of the Lessor.

### 2. RENT

#### 2.1. MINIMUM RENT.

The fixed minimum rent during the term of this lease shall be payable by Lessee in monthly installments, on or before the first day of each month in advance, at the office of the Lessor or at such other place designated by Lessor, without any prior demand therefore, and without any deduction or set-off whatsoever, and shall be as follows:

Base Rent per month, is two thousand, nine hundred and ninety-five (\$2995.00) dollars.

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In the event the fixed minimum monthly rent is not paid to Lessor by Lessee within 10 (ten) days of the date on which it is due Lessee agrees to pay to Lessor as additional rent, a late-charge of 10% of rental amount due. Lessee further agrees to pay Lessor any costs incurred by Lessor in effecting the collection of such past due rent and late-charge including but not limited to reasonable fees of an attorney or collection agency. The parties hereto agree that all late charges shall be deemed additional rent and shall be due and payable as such within five (5) days of Lessee's receipt of a statement itemizing the same. Nothing herein contained shall limit any other remedy of Lessor.

2.2. REAL ESTATE TAXES

Lessee agrees to pay Lessee's pro rata share of all real property taxes and assessments which may be levied or assessed by any lawful authority against the land on which buildings are located and improvements thereon in the Business Park. Lessee shall pay said taxes monthly upon receipt from Lessor of a statement delineating Lessee share of said taxes and said share shall be paid within five (5) days after receipt of said statement. Lessee's pro rata share shall be apportioned according to the floor area of the demised premises as it relates to the total floor area of the building or buildings including the demised premises. All taxes for the year in which this lease commences shall be apportioned and adjusted.

As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extra ordinary, and license fee, commercial rental tax, improvement bond or bonds, levy or tax [other than inheritance, personal income or estate taxes] imposed upon the premises by any authority having the direct or indirect powers of tax, including any city, state or federal government, or any school, sanitary, fire, street, drainage or other improvement district thereof as against any legal or equitable interest of Lessor in the premises or in the real property of which the premises are a part, as against Lessor's business of leasing the premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge [1] in substitution of partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of real property tax or [2] the nature of which was hereinbefore included within the definition of real property tax or [3] which is imposed for a service or right not charged prior to June 1, 1978, or if previously charged has been increased since June 1, 1978.

2.3. ADDITIONAL RENT.

The Lessee shall pay as additional rent money required to be paid pursuant to sections 2.2, 8.1, 10.1, 11.2, 11.4, and 12.1, and all other sums of money or charges required to be paid by Lessee under this lease, without any deductions or setoffs whatsoever, whether or not the same shall be designated "additional rent." If such amounts or charges are not paid at the time provided in this lease, the Lessee further agrees to pay to Lessor any cost incurred by Lessor in effectuating the collection of such past due amounts or charges including but not limited to fees of an attorney or a collection agency. The parties hereto agree that all of the hereinabove mentioned charges shall be deemed additional rent and shall be all due and payable as such within five (5) days of Lessee's receipt of a statement itemizing the same. Nothing herein contained shall limit any other remedy of Lessor.

2.4. ADJUSTMENTS TO MINIMUM RENT.

2.4.1. Commencing with the end of the first lease year, the minimum rent may be adjusted and after the end of each subsequent lease year during the term of this lease in accordance with the Consumer Price Index, hereinafter called "CPI" as published by the Bureau of Labor Statistics (U.S. Cities Average for all Urban Consumers) between (i) the amount of that Index as last published prior to the beginning of the preceding 12-month period, and (ii) the amount of that Index as last published prior to the date on which the rental increase is to occur

2.4.2. The CPI as of the first month shall be designated as the Beginning Index;

2.4.3. Promptly after the end of the first Lease Year and each year thereafter, the annual rental shall be adjusted as follows. If the CPI has increased over the beginning index, the minimum monthly rent payable during the next lease year shall be set by multiplying the minimum rent set forth in paragraph 4.1 by a fraction, the numerator of which is the CPI and the denominator is the beginning index. As soon as the minimum monthly rent for the next lease year is set, the Lessor shall give Lessee notice of the amount of the new minimum monthly rent. If the index is changed so that the base year differs from that used as of the date most immediately preceding the date the first lease year commences, the CPI shall be converted in accordance with conversion factors

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published by the United States Department of Labor Statistics. If the index is discontinued or revised during the term, such other government index with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index were not discontinued. In no event shall the annual increase be less than 2% or more than 4%.

### 3. CONSTRUCTION OF LEASED PREMISES

#### 3.1. CHANGES AND ADDITIONS TO BUILDINGS.

Lessor hereby reserves the right at any time to make alterations or additions to and to build additional stories on the building in which the premises are contained and to build adjoining the same. Lessor also reserves the right to construct other buildings or improvements in the Business Park from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same. Easements for light and air are not included in the leasing of these premises to Lessee. Lessor further reserves the exclusive right to the roof except as provided in this lease agreement.

#### 3.2. RIGHT TO RELOCATE.

Lessor reserves the right at any time to vary and adjust the size of the various buildings, co-Lessees, automobile parking areas, and other common areas as described in this lease, provided, however, that said parking area (including landscaped and common areas) shall at all times be in compliance with the minimum requirements of the City of Hayward, County of Alameda, State of California.

### 4. CONDUCT OF BUSINESS BY LESSEE

#### 4.1. USE OF PREMISES.

Lessee shall use the leased premises for the purpose of conducting the business of: Office & Classroom. Lessee shall occupy the leased premises within thirty (30) days after the date of the notice provided for in Section 1.3 hereof, and shall conduct continuously in the leased premises the business above stated. Lessee will not use or permit, or suffer the use of the leased premises for any other business or purpose without Lessor's approval.

#### 4.2. CONDUCT OF BUSINESS.



Lessee acknowledges that Lessor makes no representations as to the present or future condition of the demised premises, or to the fitness, desirability or zoning hereof for any particular purpose, and Lessor shall not be liable for any charges therein or additions thereto required by any public authority. Any permits or requirements of any kind pertaining to the operation of Lessee's business will be Lessee's responsibility and any construction or special equipment required by public authority to enable Lessee to conduct his business shall likewise be Lessee's sole cost and responsibility.

#### 4.3. ACCEPTANCE OF PREMISES

Acceptance of demised premises except as may be otherwise herein provided, Lessees shall be entering into and occupying the demised premises shall be deemed to have accepted the demised premises "as is" and to have acknowledged that the same are as represented by Lessor and in good order, condition and repair. Lessee acknowledges that it has reviewed and examined the demised premises prior to the execution hereof to its complete satisfaction.

#### 4.4. OPERATION OF BUSINESS.

Lessee shall operate one hundred percent (100%) of the leased premises during the entire term of this lease with due diligence and efficiency unless prevented from doing so by causes beyond Lessee's control. Subject to inability by reason of strikes or labor disputes, Lessee shall carry at all times in said premises a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum return to Lessee. Lessee shall conduct its business in the leased premises during the regular customary days and hours for such type of business in the City or trade area in which the Business Park is located.

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4.5. STORAGE

Lessee shall warehouse, store and/or stock in the leased premises only such goods, wares and merchandise as Lessee intends to offer for sale at retail at, in, from or upon the leased premises. No auction, fire or bankruptcy sales may be conducted in the leased premises without the previous written consent of Lessor.

5. GRANT OF CONCESSIONS

5.1. CONDITIONS TO GRANT.

The provision against subletting elsewhere contained in this lease shall not prohibit Lessee from granting concessions for the operation of one or more departments of the business which Lessee is permitted by Section 4.1 to conduct in or upon the leased premises; provided, however that [a] each such concession may be granted only upon receipt by Lessee of the written consent of the Lessor and shall be subject to all terms and provisions of this lease; [b] at least seventy-five percent (75%) of the sales floor area of the leased premises shall be at all times devoted to the business of and be operated by Lessee.

6. SECURITY DEPOSIT

6.1. AMOUNT OF DEPOSIT.

Lessee, contemporaneously with the execution of this lease, will deposit with Lessor the sum of seven hundred and seventy-seven dollars and fifty cents (\$777.50). Said deposit shall be held by Lessor, without liability for interest, as security for the faithful performance by Lessee of all of the terms, covenants, and conditions of this lease by said Lessee to be kept and performed during the term hereof. If at any time during the term of this lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Lessee to Lessor hereunder shall be overdue and unpaid then Lessor may, at the option of Lessor (but Lessor shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sum. It is expressly understood that this sum does not apply toward rent.

6.2. USE AND RETURN OF DEPOSIT.

In the event of the failure of Lessee to keep and perform any of the terms, covenants and conditions of this lease to be kept and performed by Lessee, then the Lessor at its option may, after terminating this lease, appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate the Lessor for all loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should the entire deposit, or any portion thereof, be appropriated and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, then Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security to the original sum deposited and Lessee's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this lease. Should Lessee comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Lessee to Lessor hereunder, the said deposit shall be returned in full to Lessee within two weeks from the end of the term of this lease, or upon the earlier termination of this lease.

6.3. TRANSFER OF DEPOSIT.

Lessor may deliver the funds deposited hereunder by Lessee to the purchaser of Lessor's interest in the leased premises, in the event that such interest is sold, and thereupon Lessor shall be discharged from any further liability with respect to such deposit.

7. PARKING AND COMMON USE AREAS AND FACILITIES

7.1. CONTROL OF COMMON AREAS BY LESSOR.

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Lessor in or near the Business Park, including employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first-aid stations, comfort stations and other areas and improvements provided by Lessor for the general use, in common, of Lessees, their officers, agents,

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employees and customers, shall at all times be subject to the exclusive control and management of Lessor, and Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Lessor shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements, to police the same, from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by Lessees, their officers, agents and employees to employee parking areas; to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating by Lessees; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Lessor's council, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Lessor shall determine to be advisable with a view to the improvement of the convenience and use thereof by Lessees, their officers, agents, employees and customers. Lessor will operate and maintain the common facilities referred to above in such a manner as Lessor, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Lessor shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

7.2. LICENSE.

All common areas and facilities not within the leased premises, which Lessee may be permitted to use and occupy, are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished, Lessor shall not be subject to any liability nor shall Lessee be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.

## 8. COST OF MAINTENANCE OF COMMON AREAS [NNN]

8.1. LESSEE TO BEAR PRO RATA SHARE OF EXPENSE.

8.1.1. In each lease year, as defined in Section 2.1 hereof, Lessee will pay to Lessor, in addition to the rentals specified in Article II hereof, as further additional rent, subject to the limitation hereinafter set forth, a proportion of the Business Park's operating cost, hereinafter defined, based upon the ratio of the square feet of all the building space in the Business Park.

8.1.2. For the purpose of this Section 8.1 the "Business Park's operating cost" means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined, actually used or available for use by Lessee and the employees, agents, servants, customers and other invitees of Lessee, specifically including without limitation, gardening and landscaping, the cost of public liability and property damage insurance, fire and extended coverage insurance, joint utilities, painting, and repairs (not capital in nature), property management, employment of security guards, bookkeeping, real estate property taxes and assessments thereon, and the cost of personnel to implement such services, to direct parking, and to police the common facilities. "Common Facilities" means all areas, space, equipment, and special services provided by Lessor for the common or joint use and benefit of the occupants of the Business Park, their employees, agents, servants, customers and other invitees, including without limitation parking areas, access roads, driveways, retaining walls, landscaped areas, truck service ways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks, comfort and first aid stations, washrooms, parcel pick-up stations and Business Park sign rental.

8.1.3. The additional rent to be paid in this Section 8.1 and also Sections 2.2, 11.1 and 11.2 shall be paid monthly in advance. The monthly charge shall be estimated for a twelve (12) month period and adjusted annually upwards or downwards to reflect the actual cost incurred. Lessee will then be credited or billed accordingly at year end to reflect this adjustment. Lessee shall have the right to review the breakdown on the operating costs that are incurred for the premises once a year, should Lessee request.

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- 8.1.4. Changes in any particular floor area occurring during any monthly period shall be effective on the first day of the next succeeding monthly period, and the amount of any floor area in effect for the whole of any monthly period shall be the average of the total amounts in effect on the first day of each calendar month in such monthly period.

## 9. SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

### 9.1. INSTALLATION BY LESSEE.

All fixtures installed by Lessee shall be new or completely reconditioned. Lessee shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Lessor's written approval and consent. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought.

### 9.2. REMOVAL AND INSURANCE BY LESSEE.

All alterations, decorations, additions and improvements made by the Lessee, or made by the Lessor on the Lessee's behalf by agreement under this lease, shall remain the property of the Lessee for the term of the lease, or any extension or renewal thereof. The Lessee shall at all times maintain fire insurance with extended coverage in the name of the Lessor and the Lessee, in an amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in the event of fire or extended coverage loss. Lessee shall deliver to the Lessor certificates of such fire insurance policies which shall contain a clause requiring the insurer to give the Lessor ten (10) days notice of cancellation of such policies. Such alterations, decorations, additions and improvements shall not be removed from the premises without prior consent in writing from the Lessor. Upon expiration of this lease, or any renewal term thereof, the Lessee shall remove all such alterations, decorations, additions and improvements, and restore the leased premises as provided in Section 10.3 hereof. If the Lessee fails to remove such alterations, decorations, additions and improvements and restore the leased premises, then upon the expiration of this lease, or any renewal thereof, and upon the Lessee's removal from the premises, all such alterations, decorations, additions and improvements shall become the property of the Lessor.

### 9.3. LESSEE SHALL DISCHARGE ALL LIENS.

Lessee shall promptly pay all contractors and material men, if such were employed by Lessee or Lessee's agents for work or modifications in the leased premises, so as to minimize the possibility of a lien attaching to the leased premises, and should any such lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor.

### 9.4. SIGNS, AWNINGS AND CANOPIES.

Lessee will not place or suffer to be placed or maintained on any exterior door, wall or window of the leased premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the leased premises without first obtaining Lessor's written approval and consent. Lessee further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Lessee agrees, at Lessee's sole cost, to obtain a sign in strict conformance with Lessor's sign criteria as to design, material, color, location, size, and letter style.

## 10. MAINTENANCE OF LEASED PREMISES

### 10.1. MAINTENANCE BY LESSEE.

10.1.1. Lessee shall at all times keep the leased premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, door jams, door closers, door hardware, fixtures, equipment and appurtenances thereof (including electrical, lighting, heating and plumbing fixtures, and any air conditioning system, including leaks around ducts, pipes, vents, or other parts of the air conditioning, heating or plumbing systems which protrude through the roof) in good order, condition and repair including

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replacements (including reasonably periodic painting as determined by Lessor), damage by unavoidable casualty excepted, except for structural portions of the premises, which shall be maintained by Lessor, but if Lessor is required to make repairs to structural portions by reason of Lessee's negligent acts or omission to act, Lessor may add the cost of such repairs to the rent which shall thereafter become due.

10.1.2. Lessee shall comply with all legal requirements now or hereafter affecting or applying to the premises at Lessee's sole cost and expense.

10.1.3. Lessee shall keep the premises and all other parts of the Business Park free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Lessee or for Lessee by Lessee's Agents, and agrees to bond against, discharge any mechanic's or material men's lien, or post security with Lessor, satisfactory to Lessor, within ten (10) days after the filing of any such lien. In no event said bond and security shall be in an amount less than twice the amount of such lien. In the event Lessee fails to do any of the following within said ten (10) day period, Lessor may pay the underlying claim thereof, or otherwise discharge said lien, at Lessee's sole cost and expense. Lessee shall reimburse Lessor therefore, together with interest at the interest rate of ten percent (10%) within ten (10) days after Lessor's demand therefore.

10.1.4. Lessee expressly waives Sections 1941 and 1933(i) of the California Civil Code, and all other rights to make repairs at the expense of Lessor or deduct any amounts from rent as provided in any statute or law in effect during the term of this Lease in any.

#### 10.2. MAINTENANCE BY LESSOR.

If Lessee refuses or neglects to repair properly as required hereunder and to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property or to Lessee's business by reason thereof, and upon completion thereof, Lessee shall pay Lessor's reasonable costs for making such repairs, upon presentation of bill thereof, as additional rent. Said bill shall include interest at ten (10%) percent on said cost beginning fifteen (15) days after the date of completion and written notification of such completion of repairs by Lessor to the Lessee.

#### 10.3. SURRENDER OF PREMISES.

At the expiration of the tenancy hereby created, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted to the extent that the same is covered by Lessor's fire insurance policy with extended coverage endorsement, and shall surrender all keys for the leased premises to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, safes and vaults, if any, in the leased premises. Lessee shall remove all its trade fixtures, and any alterations or improvements as provided in Section 9.2 hereof, before surrendering the premises as aforesaid and shall repair any damage to the leased premises caused thereby. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

#### 10.4. RULES AND REGULATIONS.

10.4.1. The Lessee agrees as follows:

10.4.1.1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Lessor.

10.4.1.2. The delivery or shipping of merchandise, supplies and fixtures to and from the leased premises shall be subject to such rules and regulations as in the judgment of the Lessor are necessary for the proper operation of the leased premises or Business Park.

10.4.1.3. All garbage and refuse shall be kept in the kind of container specified by Lessor, and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Lessor. If Lessor shall provide or designate a service for picking up refuse and garbage, Lessee shall use same at Lessee's cost. Lessee shall pay the cost of removal of any of Lessee's refuse or rubbish.

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- 10.4.1.4. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of the Lessor any aerial so installed without such written consent shall be subject to removal without notice at any time.
- 10.4.1.5. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of the Lessor.
- 10.4.1.6. The outside areas immediately adjoining the premises shall be kept clean and free from dirt and rubbish by the Lessee to the satisfaction of the Lessor and Lessee shall not place or permit any obstructions or merchandise in such areas.
- 10.4.1.7. Lessee and Lessee's employees shall park their cars only in those portions of the parking area designated for that purpose by Lessor. In the event the Lessee or its employees fail to park their cars in designated parking areas as aforesaid or parks illegally, then the Lessor at its option shall have the right to tow such vehicles, at vehicle Lessor expense, upon such infraction.
- 10.4.1.8. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Lessee, who shall, or whose employees, agents or invitees shall have caused it.
- 10.4.1.9. Lessee shall not burn any trash or garbage of any kind in or about the leased premises, or the Business Park.
- 10.4.1.10. Lessee and Lessee's employees and agents shall not solicit business in the parking or other common areas, nor shall Lessee distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas.
- 10.5. Lessor reserves the right from time to time to amend or supplement the foregoing rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the leased premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Lessee.
- 10.6. Lessee agrees to comply with all such rules and regulations upon notice to Lessee from Lessor, provided that such rules and regulations shall apply uniformly to all Lessees of the Business Park.

## 11. INSURANCE AND INDEMNITY

### 11.1. LIABILITY INSURANCE.

Lessee shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises, the sidewalks in front of the leased premises, and the business operated by Lessee and any sub-Lessees of Lessee in the leased premises in which the limits of public liability shall be not less than \$1,000,000.00 for each occurrence and in which the property damage liability shall be not less than \$500,000.00 for each occurrence. The policy shall name Lessor, any person, firms or corporations designated by Lessor, and Lessee as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice. The insurance shall be in the insurance company approved by Lessor and a copy of the policy or a certificate of insurance shall be delivered to Lessor.

### 11.2. FIRE INSURANCE PREMIUM.

Lessor shall, at its cost and expense, maintain fire and extended coverage insurance throughout the term of this lease in an amount equal to at least ninety percent (90%) of the replacement value (exclusive of foundation and excavation costs) of the leased premises and/or the building of which the leased premises are a part. However, Lessee agrees to reimburse Lessor for Lessee's prorata share of any premiums for said fire and extended coverage insurance that may be charged during the term of this lease on the amount of such insurance which may be carried by Lessor on said premises or the building of which they are a part. This reimbursement charge will be paid monthly in advance as specified in Section 8.1.

### 11.3. PLATE GLASS

Lessee shall be responsible for any and all plate and other glass damaged or broken from any cause whatsoever in and about the leased premises. Lessee may elect to be self-insured for plate glass breakage of damage

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11.4. INDEMNIFICATION OF LESSOR.

Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, lessees or concessionaires. In case Lessor shall, without fault on its part, be made a party to any litigation commenced solely by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this lease.

12. UTILITIES

12.1. UTILITY SERVICES.

It is the Lessee's responsibility to arrange for gas, electrical, and any telecommunication service required.

12.2. UTILITY CHARGES.

Lessee shall be solely responsible for and promptly pay all charges for heat, water, gas electricity or any other utility used or consumed in the leased premises. Should Lessor elect to supply the water gas, heat, electricity or any other utility used or consumed in the leased premises, Lessee agrees to purchase and pay for the same as additional rent as apportioned by the Lessor. In no event shall Lessor be liable for an interruption or failure in supply of any such utilities to the leased premises

12.3. Lessor does NOT cover, include or guarantee any communication service or communication infrastructure, capacity, bandwidth or speed of said service including, but not limited to internet service, cable services, T-1 lines, or telephone services, and or service and distribution lines within the interior or exterior of the building.

13. OFFSET STATEMENT, ATTORNMENT SUBORDINATION

13.1. OFFSET STATEMENT

Estoppel certificate: Lessee shall at any time, and from time to time, upon not less than ten (10) days prior written request by Lessor execute, acknowledge, and deliver to Lessor a statement in writing certifying that this lease is unmodified and in full force and effect (or, that there shall have been modifications, that the lease is modified and in full force and effect as modified and stating the modifications) and the dates to which the fixed rent and any other charges or payments have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this paragraph may be relied upon by Lessor or any prospective purchaser, mortgagee, assignee of any mortgagee, or the trustee or beneficiary of any deed of trust placed upon the demised premises or the real property of which the demised premises are a part.

13.2. ATTORNMENT.

Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Lessor covering the leased premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor under this lease.

13.3. SUBORDINATION.

Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage or mortgages or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and buildings of which the leased premises are a part or upon any buildings hereafter placed upon the land of which the lease premises are a part, and to all advances made or hereafter to be made upon the security thereof. This section shall be self-operative and no further instrument of subordination shall be required by any mortgagee.

13.4. ATTORNEY-IN-FACT.

The Lessee, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Sections 13.2 and 13.3 above as shall be requested by the Lessor. The Lessee hereby irrevocably appoints the Lessor as attorney-in-fact for the Lessee with full power and authority to execute and deliver in the

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name of the Lessee any such instruments or certificates. If fifteen (15) days after the date of a written request by Lessor to execute such instruments, the Lessee shall not have executed the same, the Lessor may, at its option, cancel this lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

## 14. ASSIGNMENT AND SUBLETTING

### 14.1. CONSENT REQUIRED.

Lessee will not assign this lease in whole or in part, nor sublet all or any part of the leased premises, without the prior written consent of Lessor in each instance. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this lease be assigned, or if the leased premises or any part thereof be underlet or occupied by anybody other than Lessee, Lessor may collect rent from the assignee, under-Lessee or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-Lessee or occupant as Lessee, or a release of Lessee from the further performance by Lessee of covenants on the part of Lessee herein contained. Notwithstanding any assignment or sublease, Lessee shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions of this lease.

14.1.1. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this lease or consent to the assignment of the demised premises. In the event any of the following are not satisfied in Lessor's sole and absolute discretion and Lessor chooses to withhold consent to such requested assignment or subletting, such withholding shall be deemed to be reasonable:

14.1.1.1. The intended use of the premises by such proposed assignee or sub-lessee:

14.1.1.1.1. Shall not conflict with any lease then in effect with respect to or with any other use of any other premises by any other occupant in the Business Park;

14.1.1.1.2. Shall conform with Lessor's desired "Lessee mix" within the Business Park;

14.1.1.1.3. Shall be in keeping with the quality or character of the Business Park or not constitute a nuisance;



14.1.1.1.4. Such proposed assignee or sub-lessee shall be of sound financial net worth; proposed assignee must be approved by Lessor prior to any closing of any transfer.

14.1.1.1.5. Such proposed assignee or sub-lessee shall satisfy Lessor that it has had not less than three [3] years of prior experience operating a successful business of the type intended to be operated in the premises;

14.1.1.1.6. The impact of such proposed assignee or sub-lessee would not have a disadvantageous impact on the Common Area or other occupants of the Business Park.

14.1.2. Any assignment or subletting to which Lessor has not consented (other than permitted above) shall be null and void, and at Lessor's option shall constitute a material default hereunder, permitting Lessor to terminate this Lease in addition to all other rights and remedies now or hereafter available to Lessor hereunder or at law or in equity.

14.1.3. Lessee shall forward to Lessor for Lessor's approval (1) financial statements of such proposed assignee or sub-lessee; (2) a history of the business experience of such proposed assignee or sub-lessee; and (3) a copy of the proposed assignment or sublease, pursuant to which such assignee or sub-lessee shall assume all obligations on Lessee's part to be performed hereunder and an agreement to observe all of the terms, provisions, covenants, conditions and agreements hereunder.

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## 15. WASTE, GOVERNMENTAL REGULATIONS

### 15.1. WASTE OR NUISANCE.

Lessee shall not commit or suffer to be committed any waste upon the leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Lessee in the building in which the leased premises may be located, or in the Business Park, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Business Park.

### 15.2. GOVERNMENTAL REGULATIONS.

Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all city, county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said premises, including the installation of additional facilities as required for the conduct and continuance of Lessee's business, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

## 16. DESTRUCTION OF LEASED PREMISES

### 16.1. RECONSTRUCTION OF DAMAGED PREMISES.

In the event the premises shall be rendered partially or totally unleaseable as a result of fire or other casualty covered by insurance carried by Lessor, then the premises shall be promptly repaired to the extent of the insurance proceeds received by Lessor therefor, unless Lessor shall elect not to rebuild as hereinafter provided, the fixed minimum rental shall be abated in proportion to the amount of the leased premises rendered unleaseable shall be pro rata reduced until so repaired. Lessor shall be obligated to cause such repairs to be made Unless Lessor, at its sole option elect to cause Lessee to make such repairs, in which event Lessee shall promptly complete the same and Lessor will make available to Lessee for the sole purpose of reconstruction of the premises such portion of the insurance proceeds received by Lessor from its insurance carrier, allocated to the premises. Any amount expended by Lessee in excess of such insurance proceeds received by Lessor and made available to Lessee shall be the sole obligation of Lessee. In the event of reconstruction or repair by Lessor, any amount expended by Lessor in repairing the improvements to the premises in excess of the proceeds of insurance received by Lessor allocated to the premises shall be repayable by Lessee to Lessor within ten (10) days after receipt by Lessee from Lessor of a statement setting forth the amount of such excess, together with interest at the highest rate from the date Lessor incurred such amount to the date of payment by Lessee.

16.2. Lessor and Lessor's insurance carrier shall determine the amount of insurance proceeds attributable to the damage of such improvements which determination shall be binding upon Lessor and Lessee. The party required hereunder to repair the damage to the premises shall reconstruct such premises in accordance with the working drawings originally approved by Lessor. In no event shall Lessor be required to repair or replace Lessee's merchandise, trade fixtures, furnishings or equipment. If more than thirty-five percent (35%) of the Floor Area of the building in which the premises are located shall be damaged or destroyed by fire or other casualty, or if during the last three (3) years of the Term more than twenty-five percent (25%) of the premises or the Floor Area of the building in which the premises are located ("Building") shall be damaged or destroyed by fire or other casualty then Lessor may either elect that the Building and/or premises, as the case may be, be repaired or rebuilt or, at its election to so terminate. Such notice shall be given, if at all, within ninety (90) days after the occurrence of such damage or destruction. If Lessor is required or elects to repair or rebuild or requires the Lessee to repair or rebuild the premises as herein provided, Lessee shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to its damage or destruction...

16.3. If the premises cannot be restored within 90 days of the loss, or the loss occurs during the last 3 months of the lease, this lease can be terminated by either party. During such 90 day period Lessee shall not be required to pay monthly lease/ rent to the Lessor.

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## 17. EMINENT DOMAIN

### 17.1. TOTAL CONDEMNATION.

If the whole of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Lessee shall have no claim against Lessor for the value of any unexpired term of this lease.

### 17.2. TOTAL PARKING AREA.

If the whole of the common parking areas in the Business Park shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding unless Lessor shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the leased premises, and such substantially equal parking facilities shall be provided by Lessor at its own expense within ninety (90) days from the date of acquisition. In the event that Lessor shall provide such other substantially equal parking facilities, then this lease shall continue in full force and effect. In any event, Lessee shall have no claim against Lessor for the value of any unexpired term of this lease.

### 17.3. PARTIAL CONDEMNATION.

If any part of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of the Lessee, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any unexpired term of this lease and the Lessee shall not have any payment obligations for the remainder term of the lease from the date of such Partial Condemnation. In the event of a partial taking or condemnation which is not extensive enough and is mutually agreed upon as suitable for the business of the Lessee, then Lessor shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this lease shall continue in full force and effect.

### 17.4. LESSOR'S DAMAGES.

In the event of any condemnation or taking as hereinabove provided, whether whole or partial, the Lessee shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Lessor is to receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof.

### 17.5. LESSEE'S DAMAGES.

Although all damages in the event of any condemnation are to belong to the Lessor whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment.

## 18. DEFAULT OF LESSEE

### 18.1. RIGHT TO RE-ENTER.

In the event of any failure of Lessee to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Lessee for more than THREE (3) days after written notice of such default shall have been received by Lessee, or if Lessee shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Lessee in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Lessee shall abandon said premises, or suffer this lease to be taken under any writ of execution, then Lessor besides other rights

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or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

**18.2. RIGHT TO RELET.**

Pursuant to 18.1, Should Lessor elect to re-enter, as above provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this lease, make such reasonable alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable; upon each such reletting all rentals received by the Lessor from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Lessor shall be construed as an election on its part to terminate this lease unless a written notice of such intention is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the leased premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the currently agreed rental value of the leased premises as described in section 2.3 for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

**18.3. LEGAL EXPENSES.**

In the event of any action or proceeding brought by either party against the other under this lease, each party shall bear their own costs and fees of its attorneys in such action or proceeding, including costs of appeal, if any.

**18.4. WAIVER OF RIGHTS OF REDEMPTION.**

Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of the leased premises, by reason of the violation by Lessee or any of the covenants or conditions of this lease, or otherwise.

**19. ACCESS BY LESSOR**

**19.1. RIGHT OF ENTRY.**

Given 24 hours notice, Lessor or Lessor's agents shall have the right to enter the leased premises during normal business hours and make reasonable efforts not to impact the business of the Lessee to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations improvements or additions as Lessor may deem necessary or desirable, and Lessor shall be allowed to take all material into and upon said premises that may be required therefore without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, in the event it is necessary to temporarily close the business office during such repairs. During the six months prior to the expiration of the term of this lease or any renewal term, Lessor may exhibit the premises to prospective Lessees or purchasers, and place upon the premises the usual notices "To Let" or "For Sale" which notices Lessee shall permit to remain thereon without molestation. Lessor will take all appropriate measures to attempt to make repairs during times that does not impede on the Lessee's Business.

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## 20. LESSEE'S PROPERTY

### 20.1. TAXES ON LEASEHOLD.

Lessee shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this lease against any leasehold interest or lessee's personal property of any kind, owned by or placed in, upon or about the leased premises by the Lessee.

### 20.2. LOSS AND DAMAGE.

Lessor shall not be liable for any damage to property of Lessee or of others located on the leased premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the leased premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by other Lessees or persons in the leased premises, occupants of adjacent property, of the Business Park, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Lessee kept or stored on the leased premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's Insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Lessor.

### 20.3. NOTICE BY LESSEE.

Lessee shall give immediate notice to Lessor in case of fire or accidents in the leased premises or in the building of which the premises are a part or of defects therein or in any fixtures or equipment.

## 21. HOLDING OVER, SUCCESSORS

### 21.1. HOLDING OVER.

Any holding over after the expiration of the term hereof, with the consent of the Lessor, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

### 21.2. SUCCESSORS.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided in Section 16.1 hereof.

## 22. QUIET ENJOYMENT

### 22.1. LESSOR'S COVENANT.

Upon payment by the Lessee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject, nevertheless, to the terms and conditions of this lease.

## 23. MISCELLANEOUS

### 23.1. WAIVER.

The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of

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Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Lessor, unless such waiver is in writing by Lessor.

23.2. ACCORD AND SATISFACTION.

No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account (of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this lease period.

23.3. ENTIRE AGREEMENT.

This lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions or understandings, either oral, or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

23.4. NO PARTNERSHIP.

Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Lessee. The provisions of this lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

23.5. FORCE MAJEURE.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 24.5 shall not operate to excuse Lessee from the prompt payment of rent, percentage rent, additional rent or any other payments required by the terms of this lease.

23.6. NOTICES.

(a) Any notice by Lessee to Lessor must be served by certified or registered mail, postage prepaid, addressed to Lessor at the address first hereinabove given or at such other address as Lessor may designate by written notice.

(b) Any notice by Lessor to Lessee must be served by Certified or registered mail, postage prepaid, addressed to Lessee at the leased premises or at such other address as Lessee shall designate by written notice.

23.7. CAPTIONS AND SECTION NUMBERS.

The captions, section numbers, article numbers, and index appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this lease nor in any way affect this lease.

23.8. LESSEE DEFINED, USE OF PRONOUN.

The word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Lessor or Lessee shall be deemed a proper reference even though Lessor or Lessee may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where there is more than one Lessor or Lessee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

23.9. PARTIAL INVALIDITY, If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such

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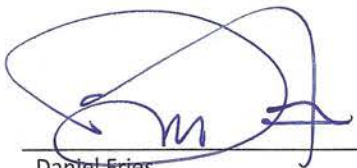
term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

## 24. RECORDING

24.1. Lessee shall not record this lease without the written consent of Lessor.

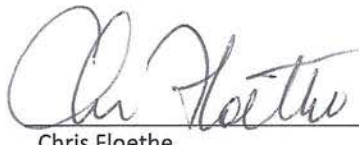
## 25. OPTION

- 25.1. If all terms and conditions have been carried out successfully, Lessor hereby grants Lessee the right, option and privilege of extending and renewing the term of the Lease for One (1) additional period(s) of Two (2) year(s) beginning on the termination date of the lease. Lessee shall notify Lessor no later than 90 days prior to expiration of this lease to inform Lessor of Lessee's intent to exercise the option. If notice is not received within the time specified, it will be assumed that Tenant will not exercise the option and the option shall be forfeited.
- 25.2. If assignee timely exercises the option to renew the term, the term shall thereafter automatically be extended and renewed for an additional two (2) year(s), which the extended and renewed term shall be on all of the same covenants, terms, and conditions as are contained in the Lease, except for the Base Rent which at the beginning of the first full calendar month in the option term, and if applicable, at one year intervals thereafter, the monthly rental shall increase, but not decrease, in proportion to any percentage increase in the Consumer Price Index as published by the Bureau of Labor Statistics (U.S. Cities Average for all Urban Consumers) between (i) the amount of that Index as last published prior to the beginning of the preceding 12-month period, and (ii) the amount of that Index as last published prior to the date on which the rental increase is to occur. In any event, the rent for any lease year shall be increased by not less than two (2%) per annum and shall not be increased by more than four (4%) per annum. In no event shall the monthly rental, as adjusted hereunder, be less than the applicable minimum rental set forth in section 2.01 above.
- 25.3. In the event that Lessee and Lessor cannot arrive at an agreement within 30 days after the expiration of this lease, all terms shall be considered on a month to month tenancy and the option shall be forfeited.



Daniel Fries  
Lessor, Lessor's Agent  
Fries Properties Inc.  
39678 Mission Blvd.  
Fremont, Ca 94539

5/22/14  
Date



Chris Floethe  
Lessee  
Construction Craft Training  
26200 Industrial Blvd  
Hayward, CA 94545

May 7, 2014  
Date

None

Date

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**APPENDIX IV  
TO  
DONATION AGREEMENT**

Assignment of Leases

See attached.

## ASSIGNMENT OF REAL PROPERTY LEASE

This ASSIGNMENT OF REAL PROPERTY LEASE (the “Assignment”) is made as of \_\_\_\_\_, 2016 by and between Chris Floethe dba Construction Craft Training (“Assignor”) and Construction Craft Training Center, a California nonprofit public benefit corporation (“Assignee”). Assignor and Assignee are referred to collectively as the “Parties”.

### RECITALS

- A. Assignor and Hayward Business Park Inc. (“Lessor”) entered into that certain Hayward Business Park Lease Agreement commenced June 1, 2014, with respect to the premises located at 26200 Industrial Blvd., Hayward, California 94545 (the “26200 Lease”).
- B. Assignor and Lessor entered into that certain Hayward Business Park Lease Agreement commenced June 1, 2014, with respect to the premises located at 26206 Industrial Blvd., Hayward, California 94545 (the “26206 Lease” and together with the 26200 Lease, the “Leases”).
- C. Assignee intends to transfer the operation of its existing Electrician Training Program to Eden Area Regional Occupational Program, a California joint venture of Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts (“Eden Area ROP”) by making a contribution to Eden Area ROP of all of its assets, including any rights under real property leases for the premises at which Assignee operates the Electrician Training Program, pursuant to the terms of a Donation Agreement (the “Donation”).
- D. In connection with the Donation, Assignor and Assignee mutually desire (a) that Assignor assign all of his right, title, and interest in, under, and to the Leases to Assignee and (b) that Assignee assume all of Assignor’s obligations under the Leases.

### AGREEMENT

In consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective Date.

For all purposes under this Assignment, the term “Effective Date” shall mean the effective date of the Donation.

2. Assignment and Assumption.

(a) Effective as of the Effective Date, Assignor hereby assigns, transfers, and sets over unto Assignee all of Assignor’s right, title, and interest in, under, and to the Leases.

(b) Assignee hereby accepts the foregoing assignment and assumes and agrees to perform when due the obligations of Assignor pursuant to the Leases in accordance with the terms thereof.

3. Governing Law.

This Assignment shall be governed by and construed in accordance with the laws of the State of California.

4. Counterparts.

This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Any counterpart may be delivered by facsimile or electronic transmission, each of which shall be deemed an original.

5. Successors and Assigns; Amendments.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee.

- Signature Page Follows This Page -

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Real Property Lease as of the date first written above.

ASSIGNOR:

ASSIGNEE:

Construction Craft Training Center

\_\_\_\_\_  
Chris Floethe  
dba Construction Craft Training

By:

\_\_\_\_\_  
Chris Floethe, Executive Director

August \_\_, 2016

L & M Investments  
P.O. Box 766  
Turlock, CA 95381

***Re: Request for Consent to Assignment of Lease***

To Whom It May Concern:

Reference is made to that certain Standard Industrial/Commercial Multi-Tenant Lease - Gross commenced April 1, 2001 (the "Lease") by and between Construction Craft Training Center, a California nonprofit public benefit corporation ("CCTC"), as tenant, and L & M Investments ("L&M"), as landlord, with respect to the premises located at 2480 Acme Ct., Building B (north half), Turlock, California 95380 (the "Premises"). CCTC is providing this letter to request L&M's consent to an assignment of the Lease as described further below.

CCTC is currently planning a contribution of all of its assets to Eden Area Regional Occupational Program, a California joint venture of Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts ("Eden Area ROP") net the assumption of certain liabilities of CCTC by Eden Area ROP.

The purpose of this letter, therefore, is to advise L&M of the pending contribution and assignment, and, to the extent required under Section 12 of the Lease, obtain L&M's consent to such assignment of the Lease.

By executing this letter as provided below, L&M hereby:

1. consents to and approves the assignment for all purposes of the Lease;
2. acknowledges that the Lease is in full force and effect and is not aware of any existing default under the Lease or of any event or circumstance that with the giving of notice or passage of time, or both, could result in a default under the Lease;
3. to L&M's knowledge, has neither given notice to CCTC nor received notice from CCTC of a currently existing dispute regarding the Lease;
4. confirms that CCTC has paid all rent and other amounts due and owing as of the date of this letter; and
5. confirms that attached hereto is a true, correct, and complete copy of the Lease and that the Lease has not been amended or modified, except as attached hereto.



If L&M is agreeable to the contents of this letter, please execute this letter where indicated below and email an executed copy to the undersigned at [chris@cctc.edu](mailto:chris@cctc.edu). Please also return one executed original by mail to the following address: 26200 Industrial Blvd., Hayward, CA 94545.

If you have any questions, please feel free to contact me at 510-506-1532.

Sincerely,

Chris Floethe  
Executive Director  
Construction Craft Training Center

Acknowledged and Agreed:

**L & M Investments**

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

Name: \_\_\_\_\_

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

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

August \_\_, 2016

Fries Properties Inc.  
39678 Mission Blvd.  
Fremont, CA 94539

***Re: Request for Consent to Assignment of Leases***

To Whom It May Concern:

Reference is made to (i) that certain Hayward Business Park Lease Agreement commenced June 1, 2014 by and between Chris Floethe dba Construction Craft Training (“Floethe”), as tenant, and Lessor Business Park Inc. (“Lessor”), as landlord, with respect to the premises located at 26200 Industrial Blvd., Lessor, California 94545 (the “26200 Lease”), and (ii) that certain Lessor Business Park Lease Agreement commenced June 1, 2014 by and between Floethe, as tenant, and Lessor, as landlord, with respect to the premises located at 26206 Industrial Blvd., Lessor, California 94545 (the “26206 Lease” and together with the 26200 Lease, the “Leases”). Floethe is providing this letter to request Lessor’s consent to an assignment of the Leases as described further below.

Construction Craft Training Center, a California nonprofit public benefit corporation (“CCTC”), is currently planning a contribution of all of its assets to Eden Area Regional Occupational Program, a California joint venture of Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts (“Eden Area ROP”) net the assumption of certain liabilities of CCTC by Eden Area ROP. In conjunction with such contribution, Floethe will assign his rights under the Leases to CCTC, which will in turn assign such rights to Eden Area ROP.

The purpose of this letter, therefore, is to advise Lessor of the pending contribution and assignment, and, to the extent required under Section 14 of the Leases, obtain Lessor’s consent to such assignment of the Leases.

By executing this letter as provided below, Lessor hereby:

1. consents to and approves the assignment for all purposes of both the 26200 Lease and the 26206 Lease;
2. acknowledges that each of the 26200 Lease and 26206 Lease is in full force and effect and that Lessor is not aware of any existing default under either the 26200 Lease or the 26206 Lease or of any event or circumstance that with the giving of notice or passage of time, or both, could result in a default under either the 26200 Lease or the 26206 Lease;
3. to Lessor’s knowledge, has neither given notice to Floethe nor received notice from Floethe of a currently existing dispute regarding either the 26200 Lease or the 26206 Lease;

4. confirms that Floethe has paid all rent and other amounts due and owing under the Leases as of the date of this letter; and
5. confirms that attached hereto is a true, correct, and complete copy of the Leases and that neither the 26200 Lease nor the 26206 Lease has been amended or modified, except as attached hereto.

If Lessor is agreeable to the contents of this letter, please execute this letter where indicated below and email an executed copy to the undersigned at [chris@cctc.edu](mailto:chris@cctc.edu). Please also return one executed original by mail to the following address: 26200 Industrial Blvd., Hayward, CA 94545.

If you have any questions, please feel free to contact me at 510-506-1532.

Sincerely,

Chris Floethe

Acknowledged and Agreed:

**Lessor Business Park Inc.**

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

Name: \_\_\_\_\_

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

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

**APPENDIX V  
TO  
DONATION AGREEMENT**

Turlock Lease

**See attached.**

Addendum "A" to lease Agreement  
Dated February 23, 2001

By and between: (Lessor) L & M Investments  
(Lessee) Construction Craft Training Ctr.

Property Address: 2480 Acme Court  
Turlock, CA

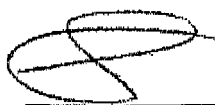
Lessee agrees to extend the afore-mentioned lease for an additional year from October 1, 2015 through September 30, 2016 with 5% rent increase to \$1,405.69/month.

All terms and conditions of the afore-mentioned lease will apply to this lease addendum as well.

Lessor and Lessee have hereunto subscribed their names below in agreement with the above terms.

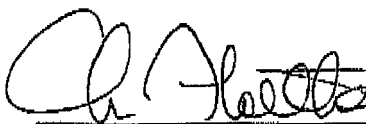
L & M Investments

Construction Craft Training Ctr.



7-28-15

Date



10/21/2015

Date



**STANDARD INDUSTRIAL/COMMERCIAL  
MULTI-TENANT LEASE - GROSS  
AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION**

1. **Basic Provisions ("Basic Provisions").**
- 1.1 **Parties:** This Lease ("Lease"), dated for reference purposes only February 23, 2001, is made by and between I & M Investments ("Lessor") and Construction Craft Training Center ("Lessee"), (collectively the "Parties", or individually a "Party").
- 1.2(a) **Premises:** That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 2480 Acme Ct., Building B (north half), located in the City of Turlock, County of Stanislaus, State of CA, with zip code 95380, as outlined on Exhibit attached hereto ("Premises") and generally described as (describe briefly the nature of the Premises): One half of a 6000 sf building, deemed to be 3000 sq. ft.
- In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2.)
- 1.2(b) **Parking:** Common area unreserved vehicle parking spaces ("Unreserved Parking Spaces"); and 0 reserved vehicle parking spaces ("Reserved Parking Spaces"). (See also Paragraph 2.6.)
- 1.3 **Term:** 3 years and — months ("Original Term") commencing April 1, 2001 ("Commencement Date") and ending March 31, 2004 ("Expiration Date"). (See also Paragraph 3.)
- 1.4 **Early Possession:** by agreement ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3.)
- 1.5 **Base Rent:** \$ 1,110 per month ("Base Rent"), payable on the first day of each month commencing April 1, 2001. (See also Paragraph 4.)
- ☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.
- 1.6 **Lessee's Share of Common Area Operating Expenses:** — percent (—%) ("Lessee's Share").
- 1.7 **Base Rent and Other Monies Paid Upon Execution:**
- (a) **Base Rent:** \$ 1110 for the period April 1, 2001 - April 30, 2001.
- (b) **Common Area Operating Expenses:** \$ — for the period —.
- (c) **Security Deposit:** \$ 1,110 ("Security Deposit"). (See also Paragraph 5.)
- (d) **Other:** \$ — for —.
- (e) **Total Due Upon Execution of this Lease:** \$ 2,220.00.
- 1.8 **Agreed Use:** Construction Training Center. (See also Paragraph 6.)
- 1.9 **Insuring Party:** Lessor is the "Insuring Party". (See also Paragraph 8.)
- 1.10 **Real Estate Brokers:** (See also Paragraph 15.)
- (a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):
- ☐ — represents Lessor exclusively ("Lessor's Broker");
- ☐ — represents Lessee exclusively ("Lessee's Broker"); or
- ☒ Coldwell Banker Commercial Endsley & Asso. represents both Lessor and Lessee ("Dual Agency").
- (b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of — or — % of the total Base Rent for the brokerage services rendered by the Brokers).
- 1.11 **Guarantor:** The obligations of the Lessee under this Lease are to be guaranteed by — ("Guarantor"). (See also Paragraph 37.)
- 1.12 **Addenda and Exhibits:** Attached hereto is an Addendum or Addenda consisting of Paragraphs 50 through 51 and Exhibits — through —, all of which constitute a part of this Lease.
2. **Premises.**
- 2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less.
- 2.2 **Condition.** Lessor shall deliver that portion of the Premises contained within the Building ("Unit") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date and that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

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2.3 **Compliance** Lessor warrants that the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date ("Applicable Requirements"). Said warranty does not apply to the use to which Lessee will put the Premises or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. NOTE: Lessee is responsible for determining whether or not the zoning is appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor and Lessee shall allocate the obligation to pay for the portion of such costs reasonably attributable to the Premises pursuant to the formula set out in Paragraph 7.1(d); provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall be fully responsible for the cost thereof, and Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) It has been advised by Lessor and/or Brokers to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (b) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, and (c) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) It is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** Lessee shall be entitled to use the number of Unreserved Parking Spaces and Reserved Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "Permitted Size Vehicles." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Areas without the prior written permission of Lessor.

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition.** The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

### 3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and Insurance premiums and to maintain the Premises) shall, however, be in effect during such period. Any such early possession shall not affect the Expiration Date.

3.3 **Delay in Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession as agreed, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until it receives possession of the Premises. If possession is not delivered within 60 days after the Commencement Date, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. Except as otherwise provided, if possession is not tendered to Lessee by the Start Date and Lessee does not terminate this Lease, as aforesaid, any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession of the Premises is not delivered within 4 months after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance.

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Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**  
4.1. **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2. **Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6.) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs incurred by Lessor relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) Trash disposal, pest control services, property management, security services, and the costs of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) The cost of any Capital Expenditure to the Building or the Project not covered under the provisions of Paragraph 2.3

provided; however, that Lessor shall allocate the cost of any such Capital Expenditure over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month.

(ix) Any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expense and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(e) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses shall be payable by Lessee within 10 days after a reasonably detailed statement of actual expenses is presented to Lessee. At Lessor's option, however, an amount may be estimated by Lessor from time to time of Lessee's Share of annual Common Area Operating Expenses and the same shall be payable monthly or quarterly, as Lessor shall designate, during each 12 month period of the Lease term, on the same day as the Base Rent is due hereunder. Lessor shall deliver to Lessee within 60 days after the expiration of each calendar year a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses incurred during the preceding year. If Lessee's payments under this Paragraph 4.2(d) during the preceding year exceed Lessee's Share as indicated on such statement, Lessor shall be credited the amount of such over-payment against Lessee's Share of Common Area Operating Expenses next becoming due. If Lessee's payments under this Paragraph 4.2(d) during the preceding year were less than Lessee's Share as indicated on such statement, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) When a capital component such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences, etc. requires replacement, rather than repair or maintenance, Lessor shall, at Lessor's expense, be responsible for such replacement. Such expenses and/or costs are not Common Area Operating Expenses.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the Initial Security Deposit bore to the Initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent, and otherwise within 30 days after the Premises have been vacated pursuant to Paragraph 7.4(c) below, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

## 8. Use.

8.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

## 8.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

  
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(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, cause all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which existed as a result of Hazardous Substances on the Premises prior to the Start Date or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Start Date, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 8.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a contamination is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination.

## 7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

### 7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, (iii) clarifiers, and (iv) any other equipment, if reasonably required by Lessor. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and if Lessor so elects, Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly reimburse Lessor for the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance at a rate that is commercially reasonable in the judgment of Lessor's accountants. Lessee may, however, prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

### 7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air lines, power panels, electrical distribution, security and fire protection systems, communication systems, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 months' Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits; (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner.

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Any Alterations or Utility Installations be performed in a workmanlike manner with good and sufficient materials and shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Indemnification.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

#### 7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures. Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 28 below.

### 8. Insurance; Indemnity.

#### 8.1 Payment of Premium Increases.

(a) As used herein, the term "Insurance Cost Increase" is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), ("Required Insurance"), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the parties insert a dollar amount in Paragraph 1.8, such amount shall be considered the "Base Premium." The Base Premium shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

#### 8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000, an "Additional Insured-Managers or Lessors of Premises Endorsement" and contain the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

#### 8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 8.4. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

#### 8.4 Lessee's Property; Business Interruption Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewal or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against

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herein. The effect of such release and waivers is not limited by the amount of insurance carried or required, or by deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

**8.7 Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

**8.8 Exemption of Lessor from Liability.** Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor nor from the failure of Lessor to enforce the provisions of any other lease in the Project. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss of income or profit therefrom.

## 9. Damage or Destruction.

### 9.1 Definitions.

(a) "Premises Partial Damage" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 months' Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "Premises Total Destruction" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 months' Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "Insured Loss" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 8.2(a), in, on, or under the Premises.

**9.2 Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

**9.3 Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

**9.4 Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

**9.5 Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

### 9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value Insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall occur, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

**9.7 Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 8.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

**9.8 Waive Statutes.** Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

## 10. Real Property Taxes.

### 10.1 Definitions.

(a) "Real Property Taxes." As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any

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tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project or any portion thereof or a change in the improvements thereon.

(b) "Base Real Property Taxes." As used herein, the term "Base Real Property Taxes" shall be the amount of Real Property Taxes, which are assessed against the Premises, Building, Project or Common Areas in the calendar year during which the Lease is executed. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes.** Lessor shall pay the Real Property Taxes applicable to the Project, and except as otherwise provided in Paragraph 10.3, any increase in such amounts over the Base Real Property Taxes shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the dumpster and/or an increase in the number of times per month that the dumpster is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs.

## 12. Assignment and Subletting.

### 12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) A change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

### 12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, any assignment or subletting shall not: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$1,000 or 10% of the current monthly Base Rent applicable to the portion of the Premises which is the subject of the proposed assignment or sublease, whichever is greater, as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested.

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

## 13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee.

  
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(c) The Lessee shall provide (i) reasonable written evidence of compliance with applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate, (v) a request for subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41 (assessments), or (viii) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(d) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(e) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(f) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(g) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Lessor shall be due and payable by Lessee upon receipt of invoice therefor. If any check given to Lessor by Lessee shall not be honored by the bank upon which it is drawn, Lessor, at its option, may require all future payments to be made by Lessee to be by cashier's check. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (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 the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of relating, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("interest") charged shall be equal to the prime rate reported in the Wall Street Journal as published closest prior to the date when due plus 4%, but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

#### 13.6 Breach by Lessor.

(a) Notice of Breach. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) Performance by Lessee on Behalf of Lessor. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent an amount equal to the greater of one month's Base Rent or the Security Deposit, and to pay an excess of such expense under protest, reserving Lessee's right to reimbursement from Lessor. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of Lessee's Reserved Parking Spaces, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

#### 15. Brokerage Fees.

Initials

Initials



15.1 **Additional Consideration.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee acquires from Lessor any rights, interests, or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule of the Brokers in effect at the time of the execution of this Lease.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15.22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fees owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

#### 16. Estoppel Certificates.

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the American Industrial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Except as provided in Paragraph 15, upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined. Notwithstanding the above, and subject to the provisions of Paragraph 20 below, the original Lessor under this Lease, and all subsequent holders of the Lessor's interest in this Lease shall remain liable and responsible with regard to the potential duties and liabilities of Lessor pertaining to Hazardous Substances as outlined in Paragraph 6.2 above.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** Subject to the provisions of Paragraph 17 above, the obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, the individual partners of Lessor or its or their individual partners, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against the individual partners of Lessor, or its or their individual partners, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Lessor or Lessee under this Lease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

#### 23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.** No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

#### 25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: a. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations: To the Lessee: a. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to

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disclose all facts known to the agent materially affecting the value or desirability of the property that are not known within the diligent attention and observation of the Parties. An agent is not required to reveal to either Party any confidential information obtained from the Party which does not involve the affirmative duties set forth above.

(ii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to ensure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Lease shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

### 30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** Subject to the non-disturbance provisions of Paragraph 30.3, Lessee agrees to attorn to a Lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a Security Device, and that in the event of such foreclosure, such new owner shall not: (a) be liable for any act or omission of any prior Lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior Lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior Lessor.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary. All such activities shall be without abatement of rent or liability to Lessee. Lessor may at any time place on the Premises any ordinary "For Sale" signs and Lessor may during the last 6 months of the term hereof place on the Premises any ordinary "For Lease" signs. Lessee may at any time place on the Premises any ordinary "For Sublease" sign.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

            
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37.1 **Execution.** Guarantors, if any, shall each execute a guaranty in the form most recently provided by the American Industrial Real Estate Association, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition. "Option"** shall mean: (a) the right to extend the term of or renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), (ii) Lessor gives to Lessee 3 or more notices of separate Default during any 12 month period, whether or not the Defaults are cured, or (iii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.

43. **Authority.** If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each party shall, within 30 days after request, deliver to the other party satisfactory evidence of such authority.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Multiple Parties.** If more than one person or entity is named herein as either Lessor or Lessee, such multiple Parties shall have joint and several responsibility to comply with the terms of this Lease.

48. **Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding involving the Property or arising out of this Agreement.

49. **Mediation and Arbitration of Disputes.** An Addendum requiring the Mediation and/or the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

**LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.**

**ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:**

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

**WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.**

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Surlock, CA  
on: February 26, 2001

By LESSOR:  
L & M Industrial Park

Executed at: Hayward, CA  
on: March 7, 2001

By LESSEE:  
Construction Craft Training Center

EL  
Initials

CAT  
Initials



By: \_\_\_\_\_  
Name Printed: Frank Lopez  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: P. O. Box 677  
Turlock, CA 95381

Telephone: (209) 667-2851  
Facsimile: ( )  
Federal ID No. \_\_\_\_\_

By: Chris Floet  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: (510) 785-2282  
Facsimile: (510) 785-9136  
Federal ID No. \_\_\_\_\_

These forms are often modified to meet changing requirements of law and needs of the industry. Always write or call to make sure you are utilizing the most current form: American Industrial Real Estate Association, 700 South Flower Street, Suite 900, Los Angeles, CA 90017. (213) 687-8777.

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# RENT ADJUSTMENT(S)

## STANDARD LEASE ADDENDUM

Dated February 23, 2001

By and Between (Lessor) L & M Investments

(Lessee) Construction Craft Training Center

Address of Premises: 2480 Acme Ct., Turlock, CA

Paragraph 50

### A. RENT ADJUSTMENTS:

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below:

(Check Method(s) to be Used and Fill In Appropriately)

#### ☒ I. Cost of Living Adjustment(s) (COLA)

a. On (Fill In COLA Dates): April 1 of each year of lease

the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☒ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill In Urban Area): San Francisco - Oakland - San Jose, All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month two months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is two months prior to (select one): ☒ the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill In Other "Base Month"):

The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall any such new monthly rent be less than the rent payable for the month immediately preceding the rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the Index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

#### ☐ II. Market Rental Value Adjustment(s) (MRV)

a. On (Fill In MRV Adjustment Date(s):

the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next thirty days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within fifteen days thereafter, Lessor and Lessee shall each select an ☐ appraiser or ☐ broker ("Consultant" - check one) of their choice to act as an arbitrator. The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The Three arbitrators shall within thirty days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified fifteen days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e. the one that is NOT the closest to the actual MRV.

2) Notwithstanding the foregoing, the new MRV shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

- 1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and
- 2) the first month of each Market Rental Value term shall become the new "Base Month" for the purpose of calculating any further Adjustments.

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Initials: CMP

RENT ADJUSTMENTS  
Page 1 of 2

☐ III. Fixed Rental Adjustments RA)

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)): The New Base Rent shall be:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

B. NOTICE:

Unless specified otherwise herein, notice of any such adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE:

The Brokers specified in paragraph 1.10 shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 16 of the Lease.

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RENT ADJUSTMENTS  
Page 2 of 2

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# OPTION(S) TO EXTEND STANDARD LEASE ADDENDUM

Dated February 23, 2001By and Between (Lessor) L & M Investments(Lessee) Construction Craft Training CenterAddress of Premises: 2480 Acme Ct., Turlock, CA 93561Paragraph 51**A. OPTION(S) TO EXTEND:**

Lessor hereby grants to Lessee the option to extend the term of this Lease for 1 additional 24 month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

(i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least 3 but not more than 6 months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.

(ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.

(iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.

(iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.

(v) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below:  
(Check Method(s) to be Used and Fill in Appropriately)

☒ **I. Cost of Living Adjustment(s) (COLA)**

a. On (Fill in COLA Date): April 1 of each year

the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☒ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area): San Francisco - Oakland - San Jose  
All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month two months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is two months prior to (select one): ☒ the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"):

The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall any such new monthly rent be less than the rent payable for the month immediately preceding the rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

☐ **II. Market Rental Value Adjustment(s) (MRV)**

a. On (Fill in MRV Adjustment Date(s)) \_\_\_\_\_

the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next thirty days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within fifteen days thereafter, Lessor and Lessee shall each select an ☐ appraiser or ☐ broker ("Consultant" - check one) of their choice to act as an arbitrator. The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

Initials: ELInitials: DAE

(ii) The arbitrators shall within thirty days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified fifteen days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e. the one that is NOT the closest to the actual MRV.

2) Notwithstanding the foregoing, the new MRV shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

- 1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and
- 2) the first month of each Market Rental Value term shall become the new "Base Month" for the purpose of calculating any further Adjustments.

☐ III. Fixed Rental Adjustment(s) (FRA)

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

B. NOTICE:

Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE:

The Brokers specified in paragraph 1.10 shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease.

Initials: AL

Initials: CLP

**APPENDIX VI  
TO  
DONATION AGREEMENT**

Assumed Liabilities

1. Liabilities under the 26200 Lease
2. Liabilities under the 26206 Lease
3. Liabilities under the Turlock Lease
4. *[Accounts Payable as listed on attached list]*

**Construction Craft Training Center**  
**Balance Sheet**  
**June 30,2016**

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**Assets**

**Current Assets:**

Cash	22,580.00	22,580.00	
Accounts Receivable	18,810.00		
Less: Reserve for Bad Debts	2,594.00	16,216.00	
Merchandise Inventory		-	
Prepaid Expenses			
Notes Receivable		-	
<b>Total Current Assets</b>			38,796.00

**Fixed Assets:**

Vehicles	-	-	
Less: Accumulated Depreciation	-	-	
Furniture and Fixtures	20,250.00		
Less: Accumulated Depreciation	3,916.00	16,334.00	
Equipment	121,500.00		
Less: Accumulated Depreciation	18,225.00	103,275.00	
Buildings	-	-	
Less: Accumulated Depreciation	-	-	
Land		-	
<b>Total Fixed Assets</b>			119,609.00

**Other Assets:**

Goodwill		-	
<b>Total Other Assets</b>			-
<b>Total Assets</b>			158,405.00

**Liabilities and Capital**

**Current Liabilities:**

Accounts Payable	28,249.31	
2410 - Credit Card #8885	368.00	
2420- Credit Card #0339	19,614.00	
Payroll Liabilities	16,121.00	
Payroll wages	34,829.00	
Unearned Revenues	-	
Short-Term Notes Payable	-	
Short-Term Bank Loan Payable	-	
<b>Total Current Liabilities</b>		99,181.31



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with Chris Floethe for Consulting for the Electrical Trainee Program

## BACKGROUND

The Eden Area ROP and Construction Craft Training Center (CCTC) have had a long partnership. When CCTC applied for approval to provide training services, we applied jointly with them and were assigned school #109 by the Department of Industrial Relations. CCTC has been providing this training for adults for 30 years.

## CURRENT SITUATION

The Eden Area ROP is taking over running Construction Craft Training Center's electrical program. During this transition, we would like to keep working with the current Executive Director of CCTC, Chris Floethe. The transition will occur in two phases, the first phase will consist of operating the programs in their current location and the second phase will consist of relocating the Hayward program to our facility. Chris will provide consulting services related to the daily operations, business partner development, student placement, relocation, etc.

### **Fiscal Impact:**

Funds to cover his salary will come from the revenue generated from the electrical trainee program.

## RECOMMENDATION

It is recommended that the board approve the Agreement with Chris Floethe for Consulting for the Electrical Trainee Program.



## ***CONSULTING AGREEMENT - EDEN AREA ROP AND CHRISTOPHER FLOETHE***

This Agreement is made effective as of September 01, 2016, by and between Eden Area ROP, of 26316 Hesperian Blvd., Hayward, California 94545, and Chris Floethe, of 5634 Mt. Hood Ct., Martinez, California 94553.

In this Agreement, the party who is contracting to receive services shall be referred to as "Eden Area ROP", and the party who will be providing the services shall be referred to as "Chris Floethe".

Chris Floethe has a background in Administration, Marketing and Development of Construction Training Programs and is willing to provide services to Eden Area ROP based on this background.

Eden Area ROP desires to have services provided by Chris Floethe.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on September 01, 2016, Chris Floethe will provide the services (collectively, the "Services") as referenced in the attached Proposal. Services to include: Administrating and Marketing the California State Approved Eden Area ROP Electrical Trainee Program #109 in Northern California, Accelerated Industrial Electrical Program, Continuing Education Programs for California State Certified Electricians, Online Electrical Certification programs in outlying areas and any other necessary offerings related to these programs. Provide training, input and guidance to Eden Area ROP staff. Develop and maintain relationships with the Construction Industry to insure employment opportunities for all students enrolled at the Eden Area ROP Electrical Trainee Programs. Receive approval through the Employment Training Panel to be an approved provider on their ETPL. Identify the process needed to receive Veterans Administration Approval to train returning and existing veterans and receive funding for that training.

**2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Chris Floethe shall be determined by Chris Floethe. Eden Area ROP will rely on Chris Floethe to work as many hours as may be reasonably necessary to fulfill Chris Floethe's obligations under this Agreement not to exceed 8 hours per day over 220 identified work days in a school year. Work hours will be agreed upon by both Eden Area ROP and Chris Floethe. .

**3. PAYMENT.** Eden Area ROP will pay a fee to Chris Floethe for the Services based on \$61.50 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.

**4. EXPENSE REIMBURSEMENT.** Chris Floethe shall be entitled to reimbursement from Eden Area ROP for the following "out-of-pocket" expenses: travel expenses.

**5. SUPPORT SERVICES.** Eden Area ROP will provide the following support services for the benefit of Chris Floethe: office space, staff and secretarial support and office supplies.

**6. NEW PROJECT APPROVAL.** Chris Floethe and Eden Area ROP recognize that Chris Floethe's Services will include working on various projects for Eden Area ROP. Chris Floethe shall obtain the approval of Eden Area ROP prior to the commencement of a new project.

**7. TERM/TERMINATION.** The term of this agreement is 2 years from September 1, 2016 until August 31, 2018. It can not be renewed without Eden Area ROP Board of Directors approval.

**8. RELATIONSHIP OF PARTIES.** It is understood by the parties that Chris Floethe is an independent contractor with respect to Eden Area ROP, and not an employee of Eden Area ROP. Eden Area ROP will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Chris Floethe.

**9. DISCLOSURE.** Chris Floethe is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of Eden Area ROP. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- any activity that Chris Floethe may be involved with on behalf of Eden Area ROP
- Anything that will impede the success of the transition of the State Approved Electrical Training Program

**10. EMPLOYEES.** Chris Floethe's employees, if any, who perform services for Eden Area ROP under this Agreement shall also be bound by the provisions of this Agreement. At the request of Eden Area ROP, Chris Floethe shall provide adequate evidence that such persons are Chris Floethe's employees.

**11. INDEMNIFICATION.**

Chris Floethe agrees to indemnify and hold harmless Eden Area ROP from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Eden Area ROP that result from the acts or omissions of Chris Floethe, Chris Floethe's employees, if any, and Chris Floethe's agents.

Eden Area ROP agrees to indemnify and hold harmless Chris Floethe from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Chris Floethe that result from the acts or omissions of Eden Area ROP, Eden Area ROP's employees, if any, and Eden Area ROP's agents.

**12. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents

(collectively, "Intellectual Property"):

*a. Consultant's Intellectual Property.* Chris Floethe does not personally hold any interest in any Intellectual Property.

*b. Development of Intellectual Property.* Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by Chris Floethe (or Chris Floethe's employees, if any) during the term of this Agreement shall be the property of Eden Area ROP. Chris Floethe shall sign all documents necessary to perfect the rights of Eden Area ROP in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, Chris Floethe shall sign all documents necessary to assign the rights to such Intellectual Property to Eden Area ROP. Chris Floethe agrees to assign to Eden Area ROP, without further consideration, its entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to each Invention Idea, developed within the scope of this agreement, for Eden Area ROP, whether or not patentable. In the event any Intellectual Property shall be deemed by Eden Area ROP to be patentable or otherwise registrable, Chris Floethe shall assist Eden Area ROP (at Eden Area ROP's expense) in obtaining letters patent or other applicable registrations thereon and shall execute all documents and do all other things (including testifying at Eden Area ROP's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest Eden Area ROP, or any Affiliated Company specified by the Board, with full title thereto.

**13. OWNERSHIP OF SOCIAL MEDIA CONTACTS.** Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, Youtube, or other social media networks) used or created on behalf of Eden Area ROP are the property of Eden Area ROP.

**14. CONFIDENTIALITY.** Eden Area ROP recognizes that Chris Floethe has and will have the following information:

- future plans
- business affairs
- process information
- trade secrets
- technical information
- customer lists
- copyrights

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Eden Area ROP and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Chris Floethe agrees that Chris Floethe will not at any time or in any manner, either directly or indirectly, use any Information for Chris Floethe's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party

without the prior written consent of Eden Area ROP. Chris Floethe will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

**15. UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that Chris Floethe has disclosed (or has threatened to disclose) Information in violation of this Agreement, Eden Area ROP shall be entitled to an injunction to restrain Chris Floethe from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Eden Area ROP shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**16. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**17. RETURN OF RECORDS.** Upon termination of this Agreement, Chris Floethe shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Chris Floethe's possession or under Chris Floethe's control and that are Eden Area ROP's property or relate to Eden Area ROP's business.

**18. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Eden Area ROP:

Eden Area ROP  
Linda Granger  
Superintendent  
26316 Hesperian Blvd.  
Hayward, California 94545

IF for Chris Floethe:

Chris Floethe  
Chris Floethe  
Consultant  
5634 Mt. Hood Ct.  
Martinez, California 94553

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**19. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This

Agreement supersedes any prior written or oral agreements between the parties.

**20. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**21. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**22. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**23. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.

**24. INTERRUPTION OF SERVICE.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

**25. ASSIGNMENT.** Chris Floethe agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of Eden Area ROP. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of Eden Area ROP with, or its merger into, any other corporation, or the sale by Eden Area ROP of all or substantially all of its properties or assets, or the assignment by Eden Area ROP of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

**26. SIGNATORIES.** This Agreement shall be signed on behalf of Eden Area ROP by Linda Granger, Superintendent and on behalf of Chris Floethe by Chris Floethe, Consultant and effective as of the date first above written.

Party receiving services:  
Eden Area ROP

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

Linda Granger  
Superintendent

Party providing services:  
Chris Floethe

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

Chris Floethe  
Consultant



**DATE:** September 1, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Adult Programs Salary Schedule

### **Background**

Two years ago, the Eden Area ROP began offering adult programs in the evening. As we expand our course offerings for adults and are awarded grants to support these programs, staffing needs to support the programs have increased.

### **CURRENT SITUATION**

As we move toward taking over the operation of Construction Craft Training Center's (CCTC) electrical program, a significant shift in our staffing needs for the adult programs will occur. Based on our analysis of CCTC's current staffing positions and our needs moving forward, an adult programs salary schedule for classified and certificated programs has been developed.

### **RECOMMENDATION**

It is recommended that the Governing Board approve the adult programs salary schedule.

## Salary Scale Chart 2C ADULT PROGRAMS SALARY SCHEDULE

2016-2017

### CERTIFICATED SALARIED INSTRUCTORS-12 MONTHS

Step	A	B	C	D	E	F
1	\$64,844.82	\$67,633.70	\$70,563.99	\$73,637.87	\$76,867.09	
2	\$65,961.23	\$68,803.67	\$71,791.83	\$74,931.05	\$78,224.56	
3	\$67,100.14	\$70,000.43	\$73,048.59	\$76,248.89	\$79,607.76	
4	\$68,259.40	\$71,218.62	\$74,326.78	\$77,592.43	\$81,016.66	
5	\$69,445.45	\$72,461.46	\$75,632.83	\$78,963.84	\$82,456.62	
6		\$73,730.01	\$76,964.59	\$80,362.02	\$83,925.53	
7		\$75,022.12	\$78,323.14	\$81,788.06	\$85,423.36	
8		\$76,343.17	\$79,707.39	\$83,241.97	\$86,949.04	
9		\$77,687.79	\$81,121.65	\$84,726.94	\$88,506.87	
10		\$79,061.34	\$82,562.69	\$86,240.84	\$90,095.77	
11			\$84,033.74	\$87,784.74	\$91,718.95	
12					\$93,371.06	
17						\$97,588.12
22						\$99,358.08
27						\$101,163.41

Employees receive an annual benefit package of \$3,000.

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

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

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



## EDUCATIONAL STIPENDS

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

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

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

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

## CERTIFICATED HOURLY INSTRUCTORS

STEP	1	2	3	4	5	6
HOURLY RATE	\$35.31	\$38.82	\$40.77	\$42.81	\$44.96	\$47.21

- Longevity Columns 2, 3, 4, 5 and 6 reached at 6, 10, 15, 20 and 25 years respectively.

## CLASSIFIED EMPLOYEES

STEP	WORK YEAR		CLASSIFIED POSITION TITLES
AE 1	10 months		Administrative Support Specialist
AE 2	11 months		TBA
AE 3	12 months		Office Manager
AE 4	12 months		Quality Control
AE 5	12 months		Security

10 months= 193 days

11 months= 223 days

12 months= 260

## COLUMN AND STEP

Step	Column	1	2	3	4	5	6	7	8	9
AE 1	Hourly	\$22.37	\$23.48	\$24.67	\$25.91	\$27.20	\$28.57	\$29.98	\$31.48	\$33.07
	Monthly	\$3,238.15	\$3,398.73	\$3,571.08	\$3,750.57	\$3,937.20	\$4,135.60	\$4,339.61	\$4,556.73	\$4,786.98
	Yearly	\$32,381.54	\$33,987.30	\$35,710.79	\$37,505.69	\$39,372	\$41,356.04	\$43,396.05	\$45,567.30	\$47,869.79
AE 2	Hourly	\$22.37	\$23.48	\$24.67	\$25.91	\$27.20	\$28.57	\$29.98	\$31.48	\$33.07
	Monthly	\$3,401.36	\$3,570.03	\$3,751.06	\$3,939.60	\$4,135.64	\$43,44.04	\$4,558.32	\$4,786.39	\$5,028.24
	Yearly	\$37,414.94	\$39,270.30	\$41,261.69	\$43,335.59	\$45,492	\$47,784.44	\$50,141.55	\$52,650.30	\$55,310.69
AE 3	Hourly	\$22.37	\$23.48	\$24.67	\$25.91	\$27.20	\$28.57	\$29.98	\$31.48	\$33.07
	Monthly	\$3,635.23	\$3,815.50	\$4,008.98	\$4,210.48	\$4,420	\$4,642.73	\$4,871.75	\$5,115.50	\$5,373.98
	Yearly	\$43,622.80	\$45,786	\$48,107.80	\$50,525.80	\$53,040	\$55,712.80	\$58,461	\$61,386	\$64,487.80
AE 4	Hourly	\$18.22	\$19.18	\$20.19	\$21.25	\$22.37	\$23.48	\$24.67	\$25.91	\$27.20
	Monthly	\$2,960.75	\$3,116.75	\$3,280.88	\$3,453.13	\$3,635.23	\$3,815.50	\$4,008.98	\$4,210.48	\$4,420
	Yearly	\$35,529	\$37,401	\$39,370.50	\$41,437.50	\$43,622.80	\$45,786	\$48,107.80	\$50,525.80	\$53,040
AE 5	Hourly	\$17.26	\$18.11	\$19.02	\$19.99	\$20.99	\$22.03	\$23.14	\$24.30	\$25.51
	Monthly	\$2,804.75	\$2,942.88	\$3,090.75	\$3,248.38	\$3,410.88	\$3,579.88	\$3,760.25	\$3,948.75	\$4,145.38
	Yearly	\$33,657	\$35,314.50	\$37,089	\$38,980.50	\$40,930.50	\$42,958.50	\$45,123	\$47,385	\$49,744.50

Associate's Degree	Bachelor's Degree	Benefits Package	Confidential Stipend
\$612 per year	\$867 per year	\$968.43 per month	5%

### Notes:

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