



# EdenAreaROP

## GOVERNING BOARD MEETING AGENDA

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

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**Thursday, August 8, 2024**  
**5:45 pm**

### GOVERNING BOARD MEMBERS

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|                            |                                       |
|----------------------------|---------------------------------------|
| James Aguilar, President   | San Leandro Unified School District   |
| Penny Peck, Vice-President | San Lorenzo Unified School District   |
| Gary Howard, Member        | Castro Valley Unified School District |
| Dr. April Oquenda, Member  | Hayward Unified School District       |

### MISSION STATEMENT

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



## Regular Meeting of the ROP Governing Board

Date: Thursday, August 8, 2024  
Time: 5:45 p.m.  
In-Person (limited seating): Eden Area ROP Board Room (Building A), 26316 Hesperian Blvd., Hayward, CA 94545  
Virtual via Zoom: <https://zoom.us/j/96157644480?pwd=XfHTjHcFvwObgrh5rv5jEOxdbMecYw.1>

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

- **To observe the meeting by video conference**, please click on [LINK](#) or go <https://zoom.us/j/96157644480?pwd=XfHTjHcFvwObgrh5rv5jEOxdbMecYw.1> to at the noticed meeting time.  
Meeting ID: **961 5764 4480**  
Passcode: **EAROP2425**

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

**To listen to the meeting by phone**, please call at the noticed meeting time **1-669-900-9128**, then enter ID **961 5764 4480**, then press “#”. Passcode: **458056340**

Find your local number: <https://zoom.us/u/aeDS9Yfjh1>

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

### **Public Comment Instructions:**

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

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

## AGENDA

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

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

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

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

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

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

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

**Public Comments:**

When it is time for the speakers to address the Board, your name will be called and you will then be unmuted (if attending virtually) or asked to come to the podium (if attending in-person) and allowed to make public comments. Individual speakers are asked to limit their comments to no more than three (3) minutes, unless the Board decides otherwise. This meeting is being recorded to prepare the official minutes.

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

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

Once called on, speakers are requested to go to the podium and begin by stating their name. Individual speakers are asked to limit their comments to no more than three (3) minutes, unless the Board decides otherwise.

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

Individuals who would like to address the Board via Zoom must use the "Raise Hand" feature under the "Participants." Speakers via Zoom should rename their Zoom profile names to their real names to expedite this process. After the comment, the microphone for the speaker's Zoom profile will be muted. Individual speakers are asked to limit their comments to no more than three (3) minutes, unless the Board decides otherwise.

**VIII. Consent Calendar**

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of June 7, 2024 (pages 5-12)

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- B. Request the Governing Board to approve the Bill Warrants (pages 13-24)
- C. Request the Governing Board to approve the Personnel Action Items (pages 25-27)
- D. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 28-29)
- E. Request the Governing Board to approve the Disposal of Obsolete or Surplus Items (pages 30-31)
- F. Request the Governing Board to approve the Eden Area ROP Organization Chart for the 2024-2025 School Year (pages 32-34)
- G. Request the Governing Board to approve the Superintendent's Goals for the 2024-2025 School Year (pages 35-36)
- H. Request the Governing Board to approve the Recycling Donations Received by Eden Area ROP for the 2024-2025 School Year (page 37)
- I. Request the Governing Board to approve the Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2024-2025 School Year (pages 38-41)
- J. Request the Governing Board to approve the Agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB Full Report Services for the 2023-2024 School Year (pages 42-44)
- K. Request the Governing Board to approve the Agreement with the City of Hayward to support the Eden Area ROP/Hayward Unified School District Urban Farming Summer Internships (pages 45-56)
- L. Request the Governing Board to approve the Agreement with ESI Employee Assistance Group for Participation in their Employee Assistance Program from June 1, 2024 through May 31, 2025 (pages 57-63)
- M. Request the Governing Board to approve the Agreement with the Fresno County Office of Education (FCOE) for Direct Support Professional Training for the 2024-2025 School Year (pages 64-73)
- N. Request the Governing Board to approve the Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2024-2025 School Year (pages 74-75)
- O. Request the Governing Board to approve the Lease Agreement with L & M Investments for the Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from October 2024 through September 2026 (pages 76-82)
- P. Request the Governing Board to approve the Agreement with Sonia Elgar for Business Services Support for the 2024-2025 School Year (pages 83-88)
- Q. Request the Governing Board to approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2024-2025 School Year (pages 89-103)
- R. Request the Governing Board to approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2024-2025 School Year (pages 104-109)
- S. Request the Governing Board approve the MOU with the Hayward Unified School District for the Independent Study Teacher to Support the Downtown Hayward Promise Neighborhoods Program for July 1, 2024-June 30, 2025 (pages 110-112)
- T. Request the Governing Board to approve the MOU with the Northern California College Promise Coalition (NCCPC) for Organization Champion Coalition Membership for the 2024-2025 School Year (pages 113-117)

**IX. Information Items**

- A. SkillsUSA National Competition Update (page 118)
- B. Summer Programs Update (page 119)

**X. Action Items**

- A. Request the Governing Board to approve the adoption of Resolution 1-24/25: Signature Card-Board Members, Resolution 2-24/25: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 3-24/25: Signature Card-Authorized Agents: Official Documents and Reports (pages 120-126)
- B. Request the Governing Board to approve the Medical Assisting Certified Electrocardiogram Technician (CET) Course (pages 127-133)
- C. Request the Governing Board to approve the Agreement with Allied Path Consulting for Employee Equity Work and Administrative Coaching for the 2024-2025 School Year (pages 134-139)
- D. Request the Governing Board to approve the Agreement with Christy White, Inc for Auditing Services for the 2024-2025, 2025-2026, 2026-2027, 2027-2028 (Optional) and 2028-2029 (Optional) School Years (pages 140-177)
- E. Request the Governing Board to approve the Agreement with Courtlandt Butts, Life Guardian Worldwide for Administrative Team Equity Work Coaching for the 2024-2025 School Year (pages 178-188)
- F. Request the Governing Board to approve the Agreement with Keenan & Associates to implement the Workplace Violence Prevention Plan (WVPP) for the 2024-2025 through 2026-2027 School Years (pages 189-214)

**XI. Superintendent's Report**

**XII. Governing Board Reports**

**XIII. Recess to Closed Session**

- A. Public Employee Performance Evaluation (Pursuant Government Code 54957)  
Title: Superintendent

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

- A. Public Employee Performance Evaluation (Pursuant Government Code 54957)  
Title: Superintendent

**XV. Adjournment**

# CONSENT CALENDAR

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

**I. Call to Order**

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

**II. Roll Call**

Eden Area ROP Governing Board Members Present:

|                            |                   |
|----------------------------|-------------------|
| Penny Peck, Vice President | San Lorenzo USD   |
| Gary Howard, Member        | Castro Valley USD |
| Leo Sheridan, Alternate    | San Leandro USD   |

Eden Area ROP Governing Board Members Absent:

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

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

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

Eden Area ROP Staff Present:

|                 |                     |
|-----------------|---------------------|
| Gabriela Juarez | Executive Assistant |
|-----------------|---------------------|

**III. Pledge of Allegiance**

Anthony Oum led the Pledge of Allegiance.

**IV. Mission Statement**

Michelle Stephens read the Eden Area ROP mission statement.

**V. Core Values**

Blaine Torpey read the Eden Area ROP core values.

**VI. Approval of Agenda**

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

|              |                            |
|--------------|----------------------------|
| AYES:        | 3 (Howard, Peck, Sheridan) |
| NOES:        | 0                          |
| ABSTENTIONS: | 0                          |
| ABSENT:      | 2 (Aguilar, Bufete)        |

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

None.

**VIII. Consent Calendar**

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

- A. Minutes of the Regular Governing Board Meeting of May 2, 2024
- B. Bill Warrants
- C. Personnel Action Items
- D. Second Reading and Adoption of Governing Board Policies, Administrative Regulations, Board Bylaws & Exhibits
- E. Amended Agreement with Cheryl Gixti for Workability Grant Support for the 2023-2024 School Year
- F. Agreement with Abraham Hill for Direct Support Professional Training for the 2024-2025 School Year
- G. Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2024-2025 School Year
- H. Agreement with Ellen Faryna for Direct Support Professional Training for the 2024-2025 School Year
- I. Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2024-2025 School Year
- J. MOU with the Alameda County Office of Education Network (ACOENet) for Access Plus Service for the 2024-2025 School Year
- K. Subaward Agreement Amendment with California State University East Bay for the South Hayward Promise Neighborhoods Program (HPN) and City of Hayward's Learn to Earn: Workforce and Education Assistance Grant for the 2024-2025 School Year
- L. Contract with Chabot-Las Positas Community College District for the Coordination of Work-Based Learning Services for Pathway Programs for the 2024-2025 School Year
- M. Subaward Agreement Amendment with California State University East Bay for the Bay Area K-16 Collaborative for the 2024-2025 and 2025-2026 School Years
- N. Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for Adult Programs for the 2024-2025 School Year
- O. MOU with the Bureau of Automotive Repair (BAR) for the 2024-2025 School Year

Trustee Leo Sheridan seconded the motion.

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

**IX. Information Items**

**A. DECA Update**

Michelle Stephens, Pathway Coordinator, provided the Board with an update regarding the DECA International Career Development Conference, held in Orlando, Florida, on April 27-30, 2024. Mrs. Stephens showcased a video of the International Career Development Conference (ICDC), which hosted over 15,000 members from the U.S. and abroad. She highlighted the competition's alignment with national curriculum standards and emphasized the leadership development opportunities through various academies. The chapter achievements of Castro Valley and Arroyo High School students, who



competed in multiple categories and gained valuable experience were noted. Mrs. Stephens praised DECA for teaching students professional skills and preparing them for future careers and college.

**B. Recognition of Staff of the Year**

Blaine Torpey, Superintendent, reported about the recognition of the Teacher of the Year, Classified Staff Member of the Year, and the newly initiated Rookie of the Year award. A new selection process was implemented this year, involving previous winners and the HR Administrator, Mercedes Henderson. This process facilitated the solicitation of nominations by staff and the selection of deserving individuals.

Recognizing the outstanding efforts of our staff is an important way to build a culture and climate of dedication and appreciation.

For the 2024-2025 school year, the Eden Area ROP has selected the following staff members to be recognized for their efforts on behalf of Eden Area ROP students and staff this year.

| <b>AWARD</b>                 | <b>EMPLOYEE</b>  | <b>TITLE</b>                                  |
|------------------------------|------------------|---|
| Teacher of the Year          | John Peters      | First Responder (Fire Science/EMT) Instructor |
| Classified Staff of the Year | Jennifer Aguilar | Office Support Technician                     |
| Rookie of the Year           | Jose Lopez       | Construction Technology Instructor            |

Superintendent Torpey shared a few words about each nominee and their positive impact on the Eden Area ROP.

**C. The Superintendent's Evaluation Timeline**

Blaine Torpey, Superintendent, shared the Superintendent's evaluation timeline for the 2024-2025 school year.

**X. Action Items**

**Open Public Hearing for the Eden Area ROP Adopted Budget for the 2024-2025 Fiscal Year**

Trustee Penny Peck, Board Vice President, opened the public hearing at 6:03 p.m. for the Eden Area ROP adopted budget for the 2024-2025 fiscal year to recognize the ROP funds and the use of them in 2024-2025. The Board solicited comments from the public on the budget. No one from the public responded and thus the public hearing was closed.

**Close Public Hearing**

The public hearing was closed at 6:03 p.m.

**A. Request the Governing Board to approve the Adopted Budget for the 2024-2025 Fiscal Year**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Leo Sheridan the Governing Board approved the Adopted Budget for the 2024-2025 fiscal year.

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

**B. Request the Governing Board to approve the 2024-2025 High School Student Calendar**

Upon review of and a motion by Trustee Leo Sheridan and a second by Trustee Gary Howard the Governing Board approved the 2024-2025 high school student calendar.

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

**C. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2024-2025 School Year**

The Eden Area ROP Governing Board meetings are held every first Thursday of the month at 5:45 pm, unless otherwise noted. The Superintendent discussed with the Board scheduling conflicts in August, October, December, April, and June for the 2024-2025 regular Board meetings schedule. He provided several options for the Board to select from to resolve each conflict.

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

- Thursday, August 8, 2024 at 5:45 pm
- Friday, October 4, 2024 at 5:45 pm
- Thursday, December 12, 2024 at 5:45
- Thursday, April 10, 2025 at 5:45 pm
- Friday, June 6, 2025 at 5:00pm

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Penny Peck the Governing Board approved the calendar of Governing Board meetings for the 2024-2025 school year.

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

**D. Request the Governing Board to approve the Elimination of the Registered Dental Assisting Program Coordinator Position**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Penny Peck the Governing Board approved the elimination of the Registered Dental Assisting Program Coordinator position .

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

**E. Request the Governing Board to approve the Revised Job Descriptions for the TOSA-Pathway Coordinator, Medical Careers Instructor and Public Relations & Student Activities Specialist**

Upon review of and a motion by Trustee Leo Sheridan and a second by Trustee Gary Howard the Governing Board approved the revised job descriptions for the TOSA-Pathway Coordinator, Medical Careers Instructor and Public Relations & Student Activities Specialist.

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

**F. Request the Governing Board to approve the Zero Emission Vehicle Instructor Position and Job Description**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Leo Sheridan the Governing Board approved the Zero Emission Vehicle Instructor position and job description.

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

**G. Request the Governing Board to approve the Revised Salary Schedule (Chart 1)**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Leo Sheridan the Governing Board approved the revised salary schedule (chart 1).

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

**H. Request the Governing Board to approve the Agreement with the California Air Resources Board for the Adult Education and Vocational School Zero-Emission Vehicle Technology Training Project Program (AVES) for the 2024-2025 and 2025-2026 School Years**

Upon review of and a motion by Trustee Leo Sheridan and a second by Trustee Gary Howard the Governing Board approved the agreement with the California Air Resources Board for the Adult Education and Vocational School Zero-Emission Vehicle Technology Training Project Program (AVES) for the 2024-2025 and 2025-2026 school years.

AYES: 3 (Howard, Peck, Sheridan)  
NOES: 0  
ABSTENTIONS: 0

ABSENT: 2 (Aguilar, Bufete)

**I. Request the Governing Board to approve the Agreement with Linda Granger for Grant Support and Consulting Services for the 2024-2025 School Year**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Leo Sheridan the Governing Board approved the agreement with Linda Granger for grant support and consulting services for the 2024-2025 school year.

AYES: 3 (Howard, Peck, Sheridan)

NOES: 0

ABSTENTIONS: 0

ABSENT: 2 (Aguilar, Bufete)

**XI. Superintendent's Report**

Blaine Torpey, Superintendent, reported that he attended the Early Care and Education Pathways to Success (ECEPTS) national conference in Sacramento in early May. ECEPTS, a national leader in Early Childcare and Education apprenticeships, focuses on equity and validating the early childhood education career pathway.

He shared that in 2024-2025, the Eden Area ROP will implement grants for the Dental Assisting Apprenticeship, Dental Assisting Pre-Apprenticeship, and Careers in Education Pre-Apprenticeship programs. The Eden Area ROP Dental Assisting Apprenticeship pipeline aims to reduce the time it takes for students to secure paid positions in sustainable, high-growth career pathways while making the process virtually free for students. Although the program is new and still developing, it presents an excellent opportunity for students and the community.

Superintendent Torpey shared that he has been actively engaged with the Bay Area K16 Collaborative Grant through participation in the K16 Steering Committee, the Work-Based Learning Steering Committee, and the Office of Public School Construction's state visit to evaluate the effectiveness of the grant's implementation. While the Superintendent holds various opinions on the matter, there is satisfaction in the Eden Area ROP being included in discussions.

He reported that May was a month of excellent celebrations for the Eden Area ROP, featuring various events that honored staff, the Student Award Ceremony, and the End of the Year Field Day. The Eden Area ROP will conclude the month with the End of the Year Staff Social Gathering tonight, fostering community spirit as everyone celebrates the end of the year.

The Eden Area ROP bids farewell to Linda Granger, Chief Executive Officer and former Superintendent, who has agreed to provide consultancy support next year. Superintendent Torpey expressed gratitude for Ms. Granger's continued mentorship and encouragement during his transition into this position.

The Superintendent highlighted notable improvements in student outcomes, particularly in medical careers. Eighteen second-year students achieved a 90% pass rate on the National Health Care Back Office exam, up from last year's 80%. Additionally, the Dental Assisting program showcased impressive growth, with increased awareness and certification among high school students and adults. The program benefits from strong industry connections, with 39 dental offices committed to hiring apprentices, underscoring the importance of these partnerships.

For the 2024-2025 academic year, the Eden Area ROP will manage 17 different grants totaling \$3.5 million. Four new grants were awarded recently, including the Middle College Grant, which supports the development of a middle college in collaboration with Chabot College. Preliminary awards were also received for the Golden State Pathways Programs in health careers, education careers, and zero-emission vehicle pathways, providing additional funding beyond the initial applications.

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

**XII. Governing Board Reports**

None

**XIII. Recess to Closed Session**

The meeting was called into closed session at 6:47 p.m.

- A. Conference with Legal Counsel-Anticipated Litigation  
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)**
- B. Public Employee Performance Evaluation (Pursuant Government Code 54957)  
Title: Superintendent**
- C. Public Employee Performance Evaluation: Superintendent's Goals (Government Code Sec. 54957)**
- D. Public Employee Appointment/Employment (Pursuant Government Code section 54957): Superintendent's Contract**
- E. Conference with Labor Negotiators, (Pursuant to Government Code Section 54957.6)  
Agency Representative: James Aguilar, Board President  
Unrepresented Employee: Blaine Torpey, Superintendent**

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

The meeting resumed to open session at 7:32 p.m.

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

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

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

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

- C. Public Employee Performance Evaluation: Superintendent's Goals (Government Code Sec. 54957)**

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

- D. Public Employee Appointment/Employment (Pursuant Government Code section 54957): Superintendent's Contract**

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

**E. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)  
Agency Representative: James Aguilar, Board President  
Unrepresented Employee: Blaine Torpey, Superintendent**

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

**XV. Action Items**

**J. Request the Governing Board to approve the First Amendment to the Superintendent's Employment Agreement**

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Penny Peck the Governing Board approved the first amendment to the Superintendent's employment agreement to extend the original agreement by one year.

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

**XVI. Adjournment**

The meeting was adjourned at 7:34 pm in memory of Gilbert U. Moya, the father of Eden Area ROP Welding Technology Instructor, Barbara Juarez.

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

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



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Sabrina Ubhoff, Accounting Technician  
**SUBJECT:** Request the Governing Board to approve the Bill Warrants

## **CURRENT SITUATION**

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The bill warrants submitted for approval are for the period of May 28, 2024 through July 11, 2024 and include test warrant numbers and voided warrants.

## **CONSENT CALENDAR**

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**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to approve the Personnel Action Items

## **CURRENT SITUATION**

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

## **CONSENT CALENDAR**

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**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions

## **BACKGROUND**

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Education Code 35186 (d) requires the following:

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

## **CURRENT SITUATION**

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

## **CONSENT CALENDAR**

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

# QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS

[Education Code 35186 (d)]

Report through: July 1, 2024

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

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

January  
 April  
 July  
 October

Date for information to be reported publicly at the Governing Board meeting: August 8, 2024

Please check the box that applies:

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

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

Publicly reported at the Governing Board meeting on: August 8, 2024

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



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the Disposal of Obsolete or Surplus Items

## **BACKGROUND**

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Per California Education Code 17545(a), it states that "The governing board of any school district may [for] ... any personal property belonging to the district if the property is not required for school purposes ... be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use."

## **CURRENT SITUATION**

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The attached list details personal property belonging to the Eden Area ROP that are past its useful life thereby making it no longer required for school purposes, be disposed of for the purpose of replacement and are unsatisfactory for they are no longer suitable for school use.

The Superintendent hereby concludes that it is necessary to dispose these obsolete equipment and/or items.

## **CONSENT CALENDAR**

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**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Eden Area ROP Organization Chart for the 2024-2025 School Year

## **BACKGROUND**

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Annually, the Eden Area ROP presents a revised organization chart that outlines the structure of the Eden Area ROP departments which include Administration, Adult Programs, Business Services, Educational Services and Human Resources.

## **CURRENT SITUATION**

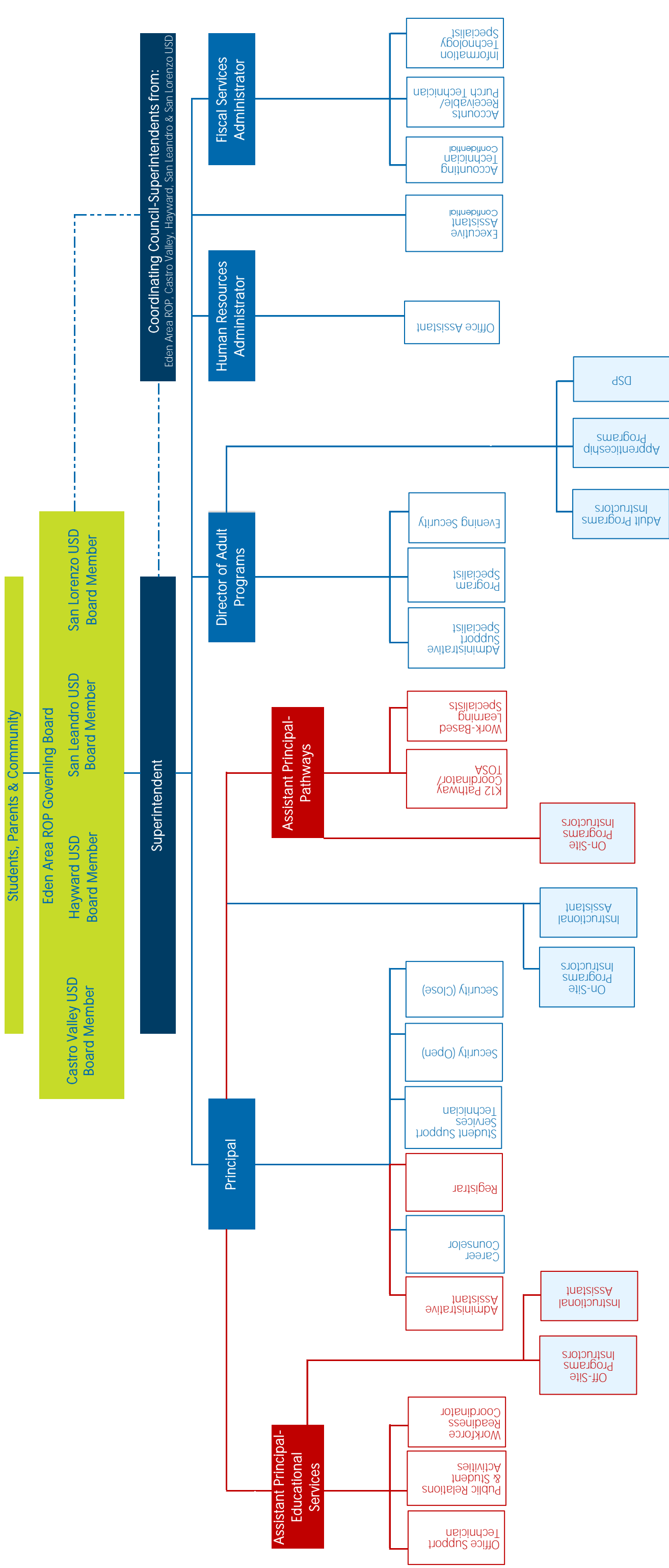
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The 2024-2025 Eden Area ROP organization chart is presented for Board approval. Changes are reflected in red.

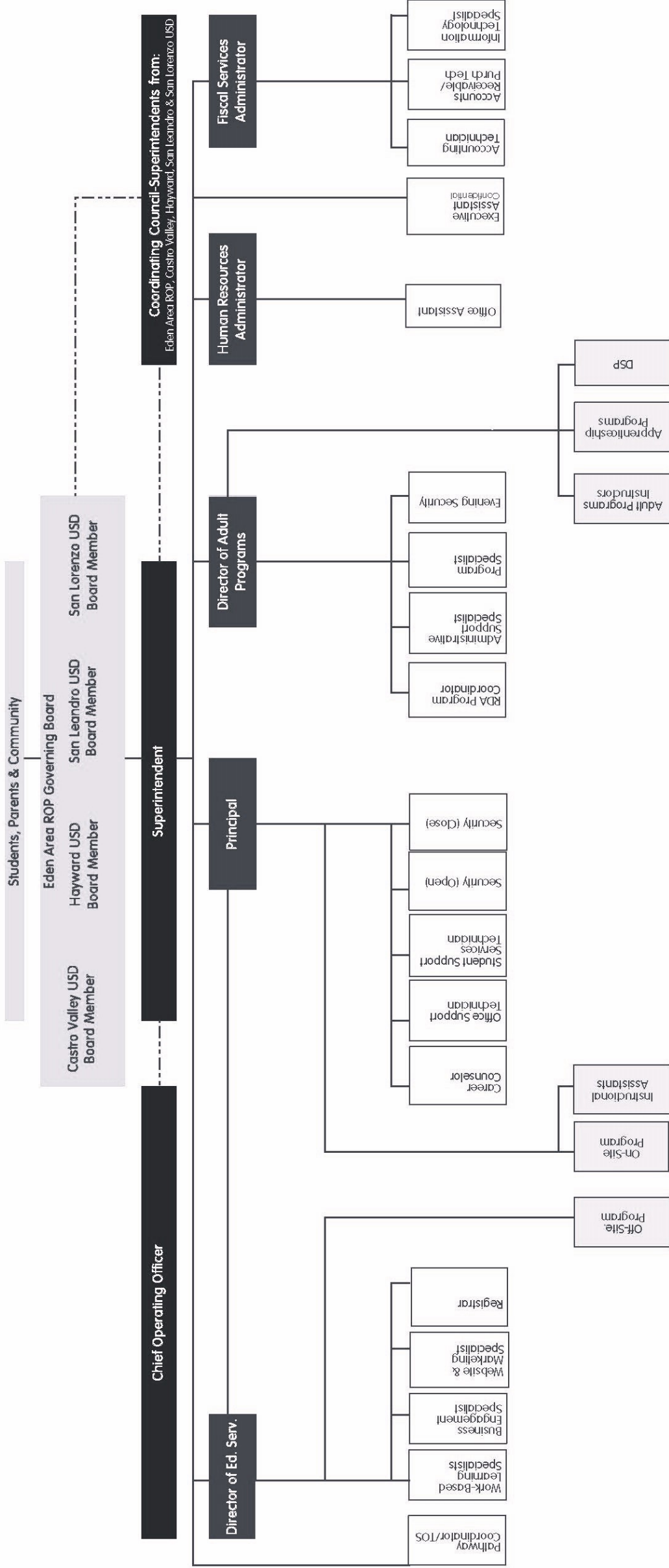
## **CONSENT CALENDAR**

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# EdenAreaROP Organization Chart 2024-2025-DRAFT



# EdenAreaROP Organization Chart 2023-2024





**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Superintendent's Goals for the 2024-2025 School Year

## **BACKGROUND**

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Each year the Governing Board develops goals for the Superintendent. The goals are designed to set a path for moving the organization forward and serve as the basis for the Superintendent's evaluation at the end of the school year.

## **CURRENT SITUATION**

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The Governing Board and Superintendent have discussed goals for the upcoming school year and a recommendation to the Governing Board will be presented to finalize the Superintendent's goals for the 2024-2025 school year.

## **CONSENT CALENDAR**

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# EdenAreaROP SUPERINTENDENT'S GOALS 2024-2025

## Strengthen EAROP Culture, Climate and Communication

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- Continue to refine a comprehensive strategic plan that is guided by the Mission Statement, EAROP Core Values, Student Learning Outcomes, Governing Board, and stakeholder input to allow for priority-driven decision making.
- Expand the sense of belonging of all stakeholders for students, families, staff with a continued focus on anti-racism, anti-discrimination, and anti-bias.
- Focus on moving existing partnerships to high-impact strategic partnerships that enhance student learning and student outcomes.
- Manage the leadership structure and organizational changes and refine as necessary to maximize program efficacy, staff effectiveness, and student achievement.

## Enhance High-Quality CTE Programming and Systems to Support All Students

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- Refine current high-quality CTE programs through a systemic profile analysis and assess potential new programs for students with a concerted focus on instructional practices and student outcomes.
- Increase student voice and input by building systems and infrastructure to support students' social-emotional learning and wellbeing.
- Continue to codify and enhance data collection with a focus on student demographics, student achievement, and assessment inventory.
- Sustainably build a long-range plan for the development and implementation of EAROP Apprenticeship programs and partnerships.

## Guide and Support the Development of EAROP Staff

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- Develop systems and practices to recruit, hire, retain, and mentor dedicated, experienced, and highly effective staff members.
- Engage and enrich the experience of Classified and Certificated staff through professional development and comprehensive staff feedback.
- Enhance a restorative approach to building a community of adults who are connected and focused on student outcomes with an emphasis on the development and integration of new staff.
- Ensure that EAROP Staff are fluent in EAROP policies, procedures, and practices for the benefit of their professional wellness and organizational health.

## Fiscal, Resource, and Operational Leadership

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- Continue local, regional, and statewide advocacy to ensure CTE and ROP remains at the forefront of educational discussions, initiatives, and policy development.
- In collaboration with HUSD, the EAROP Coordinating Council, and the Governance Team, develop a long-term facilities plan.
- Assess operations, site safety, resource management, and technology plan to ensure fidelity to the EAROP Mission.
- Implement and manage new and renewed grants ensuring that programs effectuate positive student outcomes and EAROP fiscal stability.



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Education  
**SUBJECT:** Request the Governing Board to approve the Recycling Donations Received by Eden Area ROP for the 2024-2025 School Year

## **BACKGROUND**

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From time to time, the Eden Area ROP programs and facility generate waste that can be recycled as opposed to ending up in landfill. It is paramount that any restrictions on the funding be respected, publicly acknowledged, and the budget developed based on those donor restrictions. Ed Code 41032 supports this, by stating that, "The governing board of any school district may accept on behalf of, and in the name of, the district gifts, donations, bequests, and devises that are made to the district or for the benefit of any school or college administered by the district. The gifts, donations, bequests, and devises may be made subject to conditions or restrictions that the governing board may prescribe."

## **CURRENT SITUATION**

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The Eden Area ROP works with three vendors to recycle its surplus waste.

- 1) Aaron Metals Company - 25101 Clawiter Rd, Hayward, CA 94545
- 2) Sims Metal Management – 30104 Industrial Pkwy SW, Hayward, CA 94544
- 3) Corporate eWaste Solutions – 3602 Munster St. Bldg. 4, Units F-G, Hayward, CA 94545

During this fiscal year of 2024-2025, the Eden Area ROP estimates to receive a combined total of \$3,000 from the three recycling vendors.

## **CONSENT CALENDAR**

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**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to approve the Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2024-2025 School Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

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

### Fiscal Impact

\$4,100 from the general fund.

## **CONSENT CALENDAR**

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# Employer Reporting Services Agreement

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This Agreement (“Agreement”) is between Eden Area ROP (“Client”) and Burnham Benefits Insurance Services (“Burnham”) and is effective as of July 15, 2024.

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

## **Scope of Services to be Provided by Burnham**

Burnham will work with both Eden Area ROP and Greatland to facilitate the final coding, filing and distribution of the required 1095-C’s. The 2024 Services includes the actual printing and distribution of Form 1095-Cs.

Upon execution of this Agreement, Burnham shall provide Client with a specified timeline to provide the data needed in order for Burnham to guarantee timely performance of the 2024 Services.

Burnham’s 2024 Services are not intended to constitute legal or tax advice.

## **Client’s Responsibilities**

Client agrees to timely provide Burnham with the necessary data and records that Burnham requires to perform the 2024 Services under the terms of the Agreement. The timeframe for Client to provide the necessary information will be as follows to ensure timely completion of the 2024 Services by Burnham.

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

Client is responsible for ensuring data and records are accurate, complete, and timely provided to Burnham and that the Forms generated by the Software Product are true and accurate. Client will promptly review all Forms generated by the Software Product in connection with the 2024 Services and promptly notify Burnham of any errors, omissions, or discrepancies with Client’s records. Burnham makes no warranties, express or implied, in fact or in law, that the Forms generated by the Software Product are correct and accurate.

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

Client is responsible for retaining copies of all documentation received from, or provided to, Burnham in connection with the 2024 Services in accordance with the Client’s business practices, and to the extent required by applicable law.

# Employer Reporting Services Agreement

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## **Term**

This Agreement becomes effective as of the date of the signing of the Agreement by Client and terminates upon the completion of the 2024 Services hereunder.

## **Confidentiality**

All sensitive information received from Client to perform the 2024 Services under this Agreement is agreed to be handled in a manner in the strictest confidence and consistent with State of California and Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) guidelines.

## **Disputes / Arbitration**

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

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

## **Miscellaneous**

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

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

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

# Employer Reporting Services Agreement

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

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

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

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

In WITNESS WHEREOF, the parties, by their duly authorized representatives, have entered into this Agreement, effective July 15, 2024.

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

**Client**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Burnham Benefits Insurance Services**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the Agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB Full Report Services for the 2023-2024 School Year

## **BACKGROUND**

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The Government Accounting Standards Board (GASB) Statement 74 and Statement 75 states that a public agency is required to report as an expense on its financial statements, its liability for cost pertaining to its current and future retired employees' health and other post-retirement benefits (OPEBs) and is permitted to calculate its liability (actuarial valuation) by an alternative measurement method (AMM).

## **CURRENT SITUATION**

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The attached agreement between the Eden Area ROP and the California School Boards Association District Services Corporation (CSBADSC) is to provide a full report with measurement dates of 07/01/2023 – 06/30/2024, to be compliant with GASB reporting for the 2023-2024 school year.

## **CONSENT CALENDAR**

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# **GASB REPORTS Alternative Measurement Method Service Agreement**

This GASB REPORTS Alternative Measurement Method (AMM) Agreement, (“Agreement”), is executed by \_\_\_\_\_ (Public Agency), for the benefit of the California School Boards Association District Services Corporation (“CSBADSC”).

## **RECITALS**

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

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

WHEREAS, CSBADSC offers actuarial valuation calculation service (GASB REPORTS AMM service) to public agencies.

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

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







**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with the City of Hayward to support the Eden Area ROP/Hayward Unified School District Urban Farming Summer Internships

## **BACKGROUND**

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In 2022-2023, the City of Hayward initiated a Food Action Group working on developing food security in Hayward focusing on Career Pathways. As a result, Hayward Unified School District and the Eden Area ROP worked with the City of Hayward to use grant funds to support a Summer 2023 Internship Program. The City of Hayward is contracting with the Eden Area ROP to be the fiscal agent in paying the staff involved and providing participating students scholarships at the internship's completion.

## **CURRENT SITUATION**

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Due to the success of the Summer 2023 program, the City of Hayward identified and provided funding to expand the program for Summer 2024. Urban Farming interns also had the opportunity to participate in a South Hayward Food Action Focus Group with CSUEB, providing important feedback on food security in their neighborhood.

The City of Hayward is contracting with the Eden Area ROP for its internship services this summer. Four students who complete the internship hosted by the Eden Area ROP will receive a \$1,600 scholarship. We will also be the fiscal agent for other Hayward Unified School District (HUSD) students participating in the program at other participating sites.

Fiscal Impact: The Eden Area ROP will receive up to \$19,908 for scholarships, staffing, materials and supplies, and administrative costs.

## **CONSENT CALENDAR**

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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HAYWARD AND EDEN AREA REGIONAL OCCUPATIONAL PROGRAMS FOR A PILOT INTERNSHIP PROGRAM AS PART THE HAYWARD FOOD ACTION PLANNING GRANT

THIS AGREEMENT, dated for convenience this 13<sup>th</sup> day of June 2024, is by and between Eden Area Regional Occupational Programs, a Joint Powers Authority Public School District, ("CONTRACTOR") and the CITY OF HAYWARD, a municipal corporation of the State of California ("CITY");

**PROGRAM SERVICES:**

WHEREAS, "CONTRACTOR to be determined" is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, the CONTRACTOR is willing to render such program related services, as hereinafter defined, on the following terms and conditions; and

NOW, THEREFORE, the CONTRACTOR and the CITY agree as follows:

**AGREEMENT:**

1. Scope of Service. Subject to the terms and conditions set forth in this agreement, the CONTRACTOR shall provide to the CITY the services described in Exhibit A. The CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. Compensation. Cash disbursement shall be in accordance with Exhibit A, Program Budget. Allowable compensation for services rendered by the CONTRACTOR to the CITY is set forth in Exhibit A. The CITY shall provide funding to the CONTRACTOR for an amount not to exceed \$19,995 for the Scope of Work described in Exhibit A.
3. Effective Date and Term. The effective date of this agreement is June 13, 2024, and it shall terminate no later than December 31, 2024.
4. Independent Contractor Status. It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the CITY. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

5. Billings. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person.
6. Advice and Status Reporting. CONTRACTOR shall provide the CITY with timely advice of all significant developments arising during performance of its services hereunder orally or in writing.
7. Assignment of Personnel. CONTRACTOR shall assign only competent personnel to perform services pursuant to this agreement. In the event that CITY, in its sole discretion, at any time during the term of this agreement, desires the removal of any such persons, CONTRACTOR shall, immediately upon receiving notice from CITY of such desire of CITY, cause the removal of such person or persons.
8. Assignment and Subcontracting. It is recognized by the parties hereto that a substantial inducement to the CITY for entering into this agreement was, and is, the professional reputation and competence of the CONTRACTOR. Neither this agreement nor any interest therein may be assigned by the CONTRACTOR without the prior written approval of the CITY's CITY Manager. The CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the CITY's CITY Manager.
9. Insurance. On or before beginning any of the services or work called for by any term of this agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (b) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor.
  - a. Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by CONTRACTOR shall be provided with limits not less than one million dollars. In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this agreement.
  - b. Commercial General Liability. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall maintain commercial general liability insurance for the period covered by this agreement in an amount not less than one million dollars per

occurrence, combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement.

Coverage shall be as broad as Insurance Services Office Commercial Liability occurrence form CG 0001.

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- i. CITY, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- ii. The insurance shall cover on an occurrence basis, and not on the basis of an accident or claims made.
- iii. The insurance must cover personal injuries as well as bodily injuries. Any exclusion of contractual liability in personal injury provisions of the policy or any endorsement to it must be eliminated.
- iv. The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
- v. Any explosion, collapse, and underground property damage exclusion must be deleted.
- vi. An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- vii. The policy must contain a cross liability or severability of interests clause.
- viii. Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- ix. Broad form property damage liability must be afforded. A deductible that does not exceed \$25,000 may be provided.
- x. Insurance is to be placed with California- admitted insurers with a Best's rating of no less than B:XI.

- xi. Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
  
- c. Deductibles and Self-Insured Retentions. During the period covered by this agreement, upon express written authorization of CITY's CITY Attorney, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY CONTRACTOR may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
  
- d. Notice of Reduction in Coverage. In the event that any coverage required under this section is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR's earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
  
- e. In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
  - i. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
  - ii. Order CONTRACTOR to stop work under this agreement, or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
  - iii. Terminate the agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

10. Indemnification – CONTRACTOR's Responsibility. It is understood and agreed that CONTRACTOR has the professional skills and experience, knowledge necessary to perform the work agreed to be performed under this agreement, that CITY relies upon the professional skills of CONTRACTOR to do and perform CONTRACTOR's work in a skillful and professional manner, and CONTRACTOR thus agrees to perform the work.

Acceptance by CITY of the work performed under this agreement does not operate as a release of said CONTRACTOR from such professional responsibility for the work performed. It is further understood and agreed that CONTRACTOR is apprised of the scope of the work to be performed under this agreement and CONTRACTOR agrees that said work can and shall be performed in a fully competent manner.

CONTRACTOR shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of CONTRACTOR, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

11. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulation required by law to be included in the Agreement are incorporated by this reference.
12. Termination. This agreement may be cancelled at any time by CITY for its convenience upon written notification to CONTRACTOR. In the event of termination, the CONTRACTOR shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONTRACTOR's delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONTRACTOR or prepared by or for CONTRACTOR or the CITY in connection with this agreement.
13. Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To CONTRACTOR:       Attn: Blaine C. Torpey, Superintendent  
Eden Area Regional Occupational Program  
26316 Hesperian Blvd.  
Hayward, CA 94545

To the CITY:           Attn: Dustin Claussen, Interim City Manager  
CITY of Hayward  
777 B. St., 4<sup>th</sup> floor  
Hayward, CA 94541-5007

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

14. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONTRACTOR pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.
15. Amendments. This agreement may be modified or amended only by a written document executed by both CONTRACTOR and CITY's CITY Manager and approved as to form by the CITY Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.
16. Abandonment by CONTRACTOR. In the event the CONTRACTOR ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, CONTRACTOR shall, without delay, deliver to CITY all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which CITY incurs as a result of such cessation or abandonment.
17. Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.
18. No Third-party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.



19. Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.
20. Compliance with Laws. In the performance of this agreement, CONTRACTOR shall abide by and conform to any and all applicable laws of the United States, the State of California, and the CITY Charter and Ordinances of CITY.

CONTRACTOR warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statues, and practices, including but not limited to Cal/OSHA regulations.

21. Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.
22. Conflict of Interest. CONTRACTOR warrants and covenants that the principal providers of services presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. If any principal provider of services is a "CONTRACTOR" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.) each such person shall comply with Form 700 Statement of Economic Interests filing requirements in accordance with the CITY's local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, principal provider of services shall promptly notify CITY of the existence of such conflict of interest so that the CITY may determine whether to terminate this agreement.
23. Nuclear Free Hayward. CONTRACTOR agrees to comply with the requirements imposed by Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." An executed copy of the Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons is attached hereto as Exhibit B and made a part hereof.
24. Copyright. Upon CITY's request, CONTRACTOR shall execute appropriate documents to assign to the CITY the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to CONTRACTOR or any other person shall not affect CITY's rights to the materials and records prepared or obtained in the performance of this agreement. CITY reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and CITY shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by CITY shall

continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

25. Time is of the Essence. CONTRACTOR agrees to diligently prosecute the services to be provided under this agreement to completion and in accordance with any schedules specified herein. In the performance of this agreement, time is of the essence.
26. Whole Agreement. This agreement has 9 pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
27. Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of CITY's CITY Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.
28. Electronic Signatures. The parties agree that the electronic signatures [whether digital or encrypted], of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement, and the CITY, by its CITY Manager, who is authorized to do so, has executed this agreement.

EDEN AREA REGIONAL OCCUPATIONAL PROGRAMS

Dated: 6/19/2024

DocuSigned by:  
By: Blaine C. Torpey  
C4090AD3C61F41D...  
Blaine C. Torpey, Superintendent

CITY OF HAYWARD

Dated: 6/19/2024

DocuSigned by:  
By: Dustin Claussen  
87DE996A10944AE...  
Dustin Claussen, Interim City Manager

DocuSigned by:  
Attest: Miriam Lens  
A45DCBAC83DC4EC...  
Miriam Lens, City Clerk

APPROVED AS TO FORM:

By: Michael S. Lawson  
FB80EC4EC3F24B7...  
Michael S. Lawson, City Attorney

Attachments: Exhibit A, Scope of Work

Exhibit B, Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons

(EXHIBIT A)  
SCOPE OF WORK

**PROJECT OVERVIEW AND GOALS**

Eden Area Regional Occupational Program (EAROP) will oversee a summer internship for 6 Hayward Unified School District (HUSD) students as part of the City of Hayward's Food Action Plan. EAROP will handle the payment and supervision of these 4 students during the months of June and July alongside HUSD career pathways staff. Students will receive hands-on training in urban food systems. EAROP will also work with HUSD career pathways staff to handle the payment for the intern graduation celebration.

**PAYMENT AND BUDGET**

One payment of \$19,995 will be distributed to EAROP. EAROP will send the City an invoice for \$19,995 to be spent as defined in the below budget. Invoices can be sent to irene.perez@hayward-ca.gov.

| <b>Budget:</b>                       |         |                        |                 |
|--------------------------------------|---------|------------------------|-----------------|
| Description                          | Amount  | Detail                 | Total           |
| Mentor Stipend                       | \$3,000 | 2                      | \$6,000         |
| Mentor Employee Burden               | \$380   | 2                      | \$760           |
| Instructional Materials              | \$800   | n/a                    | \$1,100         |
| Student Snacks                       | \$300   | n/a                    |                 |
| Field Trip, Intern Celebration Event | \$1,500 | n/a                    | \$1,500         |
| Student Scholarship                  | \$1,600 | 6<br>(4 EAROP, 2 HUSD) | \$9,600         |
| Indirect Costs (admin/finance) 5%    | \$995   | n/a                    | \$995           |
| <b>Grand Total</b>                   |         |                        | <b>\$19,995</b> |

## EXHIBIT B

### AFFIRMATION ON NONINVOLVEMENT IN DEVELOPMENT OF PRODUCTION OF NUCLEAR WEAPONS

The undersigned hereby certifies:

That it understands that City of Hayward Ordinance No.87024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person which is knowingly or intentionally engaged in the development or production of nuclear weapons."

That it understands the ordinance defines "Nuclear Weapon" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."

That it understands the ordinance defines "Person" as "any person, private corporation, institution or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

Eden Area Regional Occupational Program  
Print/Type Company Name

Blaine C. Torpey  
Print/Type Official Name & Title

26316 Hesperian Blvd.  
Company Address

DocuSigned by:  
*Blaine C. Torpey*  
Signature of Company Official

Hayward, CA 94545  
City/State/Zip Code

6/19/2024  
Date



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Mercedes Henderson, Human Resources Administrator  
**SUBJECT:** Request the Governing Board to approve the Agreement with ESI Employee Assistance Group for Participation in their Employee Assistance Program from June 1, 2024 through May 31, 2025

## **BACKGROUND**

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

## **CURRENT SITUATION**

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

## **CONSENT CALENDAR**

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

## Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **Eden Area Regional Occupational Program** (“Client”) and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, 100 American Road, Brooklyn, Ohio 44144 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **6/1/24-5/31/25**.

### I. Productivity Solutions

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

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



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

## II. Engagement Solutions - Peak Performance Benefits

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

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

## III. EAP Administration - Orientation and Engagement

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

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





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

## IV. Manager, Supervisor and Human Resources Services

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

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

## V. ESI Accountability

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

## VI. Optional Services

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



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

## VII. Term

- A. Either party may terminate this Agreement for breach upon 60 day's prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

## VIII. Fees and Payment

- A. Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B. Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C. The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

## IX. Indemnification and Limitation of Liability

- A. ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B. Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to this services provided for under this Agreement.
- C. Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.



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

**X. Force Majeure**

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

**XI. Execution of Documents**

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

**XII. Entire Agreement**

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

**EMPLOYEE SERVICES LLC**

**Eden Area Regional  
 Occupational Program**

\_\_\_\_\_  
 Gordon G. Bell, President

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



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

## Employee Assistance Program (EAP) | EXHIBIT A

Eden Area Regional Occupational Program ("Client") 6/1/24-5/31/25

### Service Charges and Payment

- A. The total number of employees covered under this Agreement is **61**.
- B. Client agrees to pay ESI the sum of **\$3,570.00** annually.
- C. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D. Payment of the **Annual** premium is due upon receipt of the invoice.
- E. Flat Rate listed above covers a census of **61** to **150**. Contract rate may be modified at renewal and/or if census moves outside of this range.
- F. Trauma Responses available at **\$250.00** per hour plus travel time.
- G. DOT required Substance Abuse Evaluations - **\$850.00** each.



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the Agreement with the Fresno County Office of Education (FCOE) for Direct Support Professional Training for the 2024-2025 School Year

## **BACKGROUND**

---

Since 1998, the Department of Developmental Services (DDS) has partnered with the California Department of Education (CDE) to implement the Direct Support Professional Training (DSPT) program through 35 participating Regional Occupational Centers and Programs (ROCPs). The DSPT provides 70 hours of comprehensive skill development over a two-year period, testing Direct Support Professionals' (DSP) mastery of the curriculum and requiring them to demonstrate proficiency in specific skill sets to become certified.

## **CURRENT SITUATION**

---

The State consolidated the administration of the DSPT program to 4 ROPs as regions throughout the state. The ROP serving our area for the purposes of this program is the Fresno County ROP. The Fresno County Office of Education (FCOE) would like to continue contracting with the Eden Area ROP to provide services within our area.

## **CONSENT CALENDAR**

---



2. *When will Agency provide the Services (mark one and complete as indicated):*

- Date Determined* – Agency will perform the Services on *(state specific date(s))*: The Parties’ staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.
- Date to be Determined* – The Parties’ staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, which date(s) shall be within the Contract Term.

3. *Where will Agency provide the Services (state full address):* 26316 Hesperian Blvd., Hayward, CA 94545. The Parties’ staff may mutually change the location if there is no change in the Contract Amount.

4. *Full name of Agency staff who must perform the Services (leave blank if none designated):*

**FCSS OBLIGATIONS.** FCSS’ obligations under this Agreement (collectively “**Services**”) include those required of FCSS in the General Terms and Conditions, any shared obligations stated below, and the following:

1. *What Services will FCSS provide:* FCSS shall adhere to the rules and regulations stipulated in the Direct Support Professional Training (DSPT) Procedure Manual issued by the California Department of Education (CDE), Department of Developmental Services (DDS) to administer an effective DSPT program in the East Bay Regional Center Catchment area. FCSS shall:

1. Facilitate regional DSPT advisory meetings;
2. Conduct annual evaluations of the DSPT program according to the methods developed by DDS and described in the DSPT Procedure Manual;
3. Assure that eDSPT (online registration and certification system) has current information on trainers, training and testing schedules, and training locations;
4. Participate in periodic evaluations of the DSPT program as directed by DDS.

2. *When will FCSS provide the Services (mark one and complete as indicated):*

- Date Determined* – FCSS will perform the Services on *(state specific date(s))*: The Parties’ staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.
- Date to be Determined* – The Parties’ staff will coordinate and schedule the particular date(s) on which FCSS shall perform the Services, which date(s) shall be within the Contract Term.

3. *Where will FCSS provide the Services (state full address):* 1318 E. Shaw Avenue, Suite 420, Fresno, CA 93710. The Parties’ staff may mutually change the location if there is no change in the Contract Amount.

4. *Full name of FCSS staff who must perform the Services (leave blank if none designated):*

**SHARED OBLIGATIONS.** The Parties shall each be responsible for the following obligations *(leave blank if none)*:

**RECITALS/OTHER TERMS AND CONDITIONS** *(leave blank if none)*:

**CONTRACT AMOUNT AND PAYMENT SCHEDULE (mark each that applies and complete as indicated):**

- NO PAYMENT. No monetary payment shall be made by or to either Party under this Agreement.
- PAYMENT TO FCSS. Agency (also refer to as “Payor”) shall pay FCSS (also refer to as “Payee”) pursuant to the following and the Pay Schedule stated below (mark one and complete as indicated):
  - 1. *Fixed Installment*: \$ \_\_\_\_ per month/quarter/year, the sum of all payments shall equal the “Contract Amount” of \$ \_\_\_\_\_. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
  - 2. *Rate/Not-To-Exceed Contract Amount*: Services that FCSS performs in accordance with this Agreement, to be billed at \$ \_\_\_\_ per hour in 15 minute increments OR pursuant to the rates set forth in Exhibit 1 and the sum of which shall not exceed the “Contract Amount” of \$ \_\_\_\_\_. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
  - 3. *Entire Contract Amount/Completion Of All Services*: Entire “Contract Amount” of \$ \_\_\_\_\_. FCSS shall submit the invoice to Agency within 30 days of the date on which FCSS completed all Services in accordance with this Agreement.
  - 4. *Other/Specified Amount, Paid Periodically*: The “Contract Amount” of \$ \_\_\_\_\_. FCSS shall submit each invoice to Agency within 30 days of the date on which FCSS has completed, in accordance with this Agreement, the Services for which FCSS requests payment.
- PAYMENT TO AGENCY. FCSS (also refer to as “Payor”) shall pay Agency (also refer to as “Payee”) pursuant to the following and the Payment Schedule stated below (mark one and complete as indicated):
  - 1. *Fixed Installment*: \$ \_\_\_\_ per month/quarter/year, the sum of all payments shall equal the “Contract Amount” of \$ \_\_\_\_\_. Agency shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
  - 2. *Rate/Not-To-Exceed Contract Amount*: Services that Agency performs in accordance with this Agreement, to be billed at \$50 per DSPT Challenge Test and \$200 per student completing DSPT Training. and the sum of which shall not exceed the “Contract Amount” of \$375,000.00. Agency shall submit each invoice to FCSS by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
  - 3. *Entire Contract Amount/Completion Of All Services*: Entire “Contract Amount” of \$ \_\_\_\_\_. Agency shall submit the invoice to FCSS within 30 days of the date on which Agency completed all Services in accordance with this Agreement.
  - 4. *Other/Specified Amount, Paid Periodically*: The “Contract Amount” of \$ \_\_\_\_\_. Agency shall submit each invoice to FCSS within 30 days of the date on which Agency has completed, in accordance with this Agreement, the Services for which Agency requests payment.
- OTHER (leave blank if none):

**Invoice and “Payment Schedule”:** Each invoice shall comply with Section 2.2 and must be received and approved by Payor before Payee may receive any payment under this Agreement. If 1, 2, or 4 is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, the Services required of Payee for the period for which Payee requests payment. If 3 is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, all Services required of Payee.



REQUIRED DOCUMENTS. Each document that is marked as required (“**Required Document**”) shall be provided in accordance with the following:

- 1. *Payment Document.* At Payor’s request, Payee shall provide a Taxpayer Identification Number Request (W-9) and other documents that Payor may require to process payment to Payee. (See § 1.4.1).
- 2. *Proof of Insurance.* Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party’s request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer’s liability, and (C) commercial automobile liability. (See Art. 4.)
- 3. *Fingerprinting Certification From Agency.* If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Fingerprinting and Criminal Background Check Certification (“**Fingerprinting Certification**”) before Agency commences performance of this Agreement, which form must be obtained from FCSS.
- 4. *TB Certification From Agency.* If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Tuberculosis Certification before Agency commences performance of this Agreement, which form must be obtained from FCSS.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a “**Party**” and collectively as the “**Parties,**” have reviewed and understand, and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY

FCSS

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

Print Name: **Craig Lang**  
Title: **Director of Adult Programs  
or Authorized Designee**

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

Dr. Michele Cantwell-Copher, Superintendent  
or Authorized Designee

**NOTE – ELECTRONIC SIGNATURE:** While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

//

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

|           |                                   |
|-----------|-----------------------------------|
| Article 1 | Scope of Services and Obligations |
| Article 2 | Payment                           |
| Article 3 | Term and Termination of Agreement |
| Article 4 | Insurance                         |
| Article 5 | Indemnity                         |
| Article 6 | Dispute Resolution                |
| Article 7 | General Provisions                |

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

### ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which the Parties shall cooperate and share responsibilities for performance of this Agreement, and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 PARTIES' OBLIGATIONS. Except as specifically stated otherwise on the Cover, each Party shall provide all labor, materials, supplies, equipment, and transportation necessary to perform its obligations under this Agreement. Further and unless stated otherwise on the Cover, each Party is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for it to perform its obligations under this Agreement; (B) the acts and omissions of its officers, employees, agents, and any other persons who it retains to perform any portion of this Agreement; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of its officers, employees, agents and any other persons who it retains to perform any portion of this Agreement and to any officers, employees, agents, students, or invitees of the other Party or any Third Party (see definition in Article 5).

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored (collectively "**Work**"), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all rights and interests thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the portion of the other Party's Work necessary for the Party to perform this Agreement; and (C) upon termination of this Agreement and a Party's request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

### SECTION 1.4 RECORDS AND INFORMATION.

1.4.1 REQUIRED DOCUMENTS. A Party shall provide to the other Party the Required Documents that are required from the Party as marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Party providing the Required Document shall promptly notify in writing and/or submit to the other Party the corrected, updated, or effective Required Document.

1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately "**Confidential Material**") are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to a Party's performance of this Agreement; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized

viewing, duplication, and use; (D) acknowledge that any Confidential Material related to students shall be the property of and under the control of the Party whose student it relates to, notwithstanding any use authorized under this Agreement or its status as Work; and (E) not retain any Confidential Material related to a student of the other Party upon the expiration of this Agreement, which shall be accomplished by either the return of or the destruction of such Confidential Material. The provisions of this Subsection shall survive the termination of this Agreement.

1.4.2 **SCHOOL OFFICIAL DESIGNATION.** To the extent FCSS' provision of the Services under this Agreement will entail FCSS staff to view, handle, create, or receive Confidential Material consisting of student records of Agency's students ("**Pupil Records**") that are subject to the Family Educational Rights and Privacy Act ("**FERPA**"), FCSS acknowledges and agrees, for the purposes of this Agreement, that FCSS is hereby designated as a "school official" with "legitimate educational interests" in the Pupil Records, as those terms are defined under FERPA and its implementing regulations. FCSS agrees to abide by the FERPA limitations and requirements imposed by 34 CFR 99.33(a) on school officials, including that FCSS will not disclose Pupil Records to any other party without the prior written consent of each pupil's parent or eligible pupil.

## SECTION 1.5 COMPLIANCE WITH APPLICABLE LAW AND GRANT.

1.5.1 **GENERALLY.** Each Party shall comply with all laws and regulations (collectively "**Law**") applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as "**Applicable Law**" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.

1.5.2 **FEDERAL GRANT FUNDS.** The provisions of this Subsection applies if this Agreement is paid, in part or in whole, with federal grant funds. Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Each Party represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Agreement. Each Party shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Each Party shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387); and (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Upon a Party's request, whether during or after the Contract Term, the other Party shall cooperate with and provide the requesting Party with documents and information relating to this Agreement that are necessary for the requesting Party to comply with applicable federal laws, regulations, and requirements. The provisions of this Subsection shall survive the termination of this Agreement.

## ARTICLE 2 PAYMENT.

SECTION 2.1 **CONTRACT AMOUNT.** Compensation, if any is required under this Agreement, shall be as stated on the Cover. Payor shall pay Payee, if any payment is due to Payee, in accordance with the Payment Schedule stated on the Cover.

SECTION 2.2 **INVOICE AND ADDITIONAL INFORMATION.** Payee shall submit an itemized invoice and supporting documentation to Payor before Payee may receive any payment, if any is due to Payee under this Agreement. Upon receiving an invoice and if Payor objects to it and/or requires additional information, Payor shall notify Payee and Payee shall provide such information to Payor within 10 days after Payee receives Payor's notice. If Payee fails or refuses to provide the additional information, Payor shall have the right to withhold payment of any or all of the Contract Amount until such time that Payor receives such information from Payee.

### ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto (“**Contract Term**”) and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

#### SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section 3.2, a Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party’s material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover.

3.2.2 TERMINATION ON OTHER GROUNDS. Despite any contrary provisions in this Agreement, FCSS may terminate this Agreement effective on the date stated in FCSS’ written notice of termination to Agency pursuant to any of the following: (A) Agency is required to but fails to provide to FCSS and/or comply with the Fingerprinting Certification; (B) Agency is required to but fails to provide to FCSS and/or comply with the TB Certification; (C) FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement; (D) a government or issuing agency revokes, suspends, places on probation, or non-renews any License that Agency must hold to perform this Agreement; (E) Agency assigns, transfers, or subcontracts any or all of Agency’s obligations and/or rights under this Agreement in breach of Section 7.3; (F) Agency fails to maintain and provide written proof of insurance as required by Article 4; (G) Agency is required to provide particular staff as named on the Cover to perform this Agreement but such staff is not able, not willing, or not available to perform this Agreement; (H) Agency’s legal rights to exist or conduct business in California has been revoked or terminated by the California Secretary of State, another agency, or a court; or (I) Agency’s legal rights to exist or conduct business in California has been suspended or rendered inactive by the California Secretary of State, another agency, or a court and such suspension lasts more than 30 consecutive days.

3.2.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement and, if as stated on the Cover, compensation is due to Payee under this Agreement: (A) Payor shall pay Payee only for Services that Payee is required to perform, and has performed in accordance with, this Agreement before the effective date of termination; (B) Payee shall submit an invoice within 30 days of the effective date of termination; (C) Section 2.2 shall apply to Payee’s invoice and Payor’s payment under this Subsection; and (D) upon Payor’s payment, if any has been invoiced by Payee and is due to Payee, Payor is not obligated to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party’s reasonable control and occurring without its fault or negligence, for example, acts of God such as epidemics or pandemics (nationally, statewide, or locally declared) tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively “**Force Majeure**”), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Payor’s payment to Payee of any portion of the Contract Amount that is due from Payor to Payee where Payee has performed in accordance with this Agreement the Services for which payment is requested and submitted an invoice and supporting information in accordance with Section 2.2. Payee shall not be entitled to any payment for Services that Payee did not perform during the period in which the Force Majeure occurred.

## **ARTICLE 4 INSURANCE.**

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) commercial general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) workers compensation with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and employer's liability insurance of not less than \$1,000,000; and (C) commercial automobile liability covering, at a minimum, non-owned and hired autos and, if there are any autos owned by the Party, then also covering owned autos, with a combined single limit of not less than \$1,000,000 per accident.

## **ARTICLE 5 INDEMNITY.**

Except as stated on the Cover in which case such provisions shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an employee, agent, or volunteer of FCSS or a member, officer, or agent of the Fresno County Board of Education; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision, each a "**Determination**," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

## **ARTICLE 6 DISPUTE RESOLUTION.**

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Payor shall pay Payee the portion of the Contract Amount that is undisputed and due to Payee; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to Payee, Payor shall pay such amount to Payee within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Payor shall pay Payee in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

## **ARTICLE 7 GENERAL PROVISIONS.**

**SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER.** This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure

section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

**SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION.** If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

**SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER.** Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. A Party and its officers, employees, agents, and any other person performing services for or on behalf of the Party shall not have any right or claim against the other Party for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.

**SECTION 7.4 NOTICES.** Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, ***if to FCSS, a copy of any notice and demand by email to: FCSS Legal Services at legalservices@fcoe.org.*** A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

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**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2024-2025 School Year

## **BACKGROUND**

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

The CTE/JPA Coalition has been an effective organization advocating for JPA ROPs and our students.

## **CURRENT SITUATION**

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

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

## **CONSENT CALENDAR**

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# Career Technical Education Joint Powers Authority Coalition

## Letter of Agreement to Participate 2024-25

The \_\_\_\_\_ expresses its agreement to participate in the Career Technical Education Joint Powers Authority Coalition (Coalition), effective July 1, 2024, through June 30, 2025.

As a participant, our joint powers authority (JPA) agrees to support and participate in legislative efforts for sustained funding for career technical education (CTE) programs and direct funding for JPAs that provide CTE programs. In addition, the Coalition will engage in advocacy regarding legislation or budget proposals that impact regional occupational centers or programs.

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

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

The contract on behalf of the Coalition shall be for a period of 12 months, beginning July 1, 2024, and terminating June 30, 2025. The contracted amount will be equal to \$4,500 per participant, which includes expenses.

The membership fee for July 1, 2024, to June 30, 2025, is \$4,500 per participant for the term of the contract.

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

Additional Contacts (for CTE JPA Coalition Emails):

| Name | Job Title | Email Address |
|------|-----------|---------------|
|      |           |               |
|      |           |               |

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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

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





**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the Lease Agreement with L & M Investments for the Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from October 2024 through September 2026

## **BACKGROUND**

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

## **CURRENT SITUATION**

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

2430 Acme Court, Turlock, CA 95380

The lease agreement will commence from October 1, 2024 to September 30, 2026.

## **CONSENT CALENDAR**

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CALIFORNIA ASSOCIATION OF REALTORS® COMMERCIAL LEASE AGREEMENT (C.A.R. Form CL, Revised 12/15)

Date (For reference only): July 10, 2024

Eden Area ROP ("Landlord") and ("Tenant") agree as follows:

1. PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2480 ACME COURT, TURLOCK CA 95380 ("Premises"), which comprise approximately 50 % of the total square footage of rentable space in the entire property. See exhibit for a further description of the Premises.

2. TERM: The term begins on (date) October 1, 2024 ("Commencement Date"), (Check A or B):

- A. Lease: and shall terminate on (date) September 30, 2026 at 11:59 AM/PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy... B. Month-to-month: and continues as a month-to-month tenancy... C. RENEWAL OR EXTENSION TERMS: See attached addendum

3. BASE RENT:

- A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY): (1) \$ per month... (2) \$ per month... (3) \$ 2,250.00 per month... \$ 2,400.00 per month... (4) In accordance with the attached rent schedule. (5) Other: B. Base Rent is payable in advance on the 1st (or day) of each calendar month... C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period.

4. RENT:

- A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit. B. Payment: Rent shall be paid to (Name) P.O. BOX 3306, TURLOK, CA 95381, at (address) location specified by Landlord in writing to Tenant. C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

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

6. SECURITY DEPOSIT:

- A. Tenant agrees to pay Landlord \$ as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent. B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession. C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )



7. PAYMENTS:

|   | TOTAL DUE | PAYMENT RECEIVED | BALANCE DUE | DUE DATE |
|---|-----------|------------------|-------------|----------|
| A. Rent: From _____ To _____<br>Date Date | \$ _____  | \$ _____         | \$ _____    | _____    |
| B. Security Deposit .....                 | \$ _____  | \$ _____         | \$ _____    | _____    |
| C. Other: _____<br>Category               | \$ _____  | \$ _____         | \$ _____    | _____    |
| D. Other: _____<br>Category               | \$ _____  | \$ _____         | \$ _____    | _____    |
| E. Total: .....                           | \$ _____  | \$ _____         | \$ _____    | _____    |

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

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

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

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: none  
Items listed as exceptions shall be dealt with in the following manner: \_\_\_\_\_

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

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant and reimburse landlord for water, sewer, garbage and security.

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

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

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

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

17. **MAINTENANCE:**  
A. Tenant OR  (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.  
B. Landlord OR  (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and \_\_\_\_\_

Landlord's Initials ( JK ) ( \_\_\_\_\_ )

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



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

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

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

Landlord's Initials ( W ) ( \_\_\_\_\_ )

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )





Premises: 2480 Acme Court, Turlock, CA 95380

Date July 10, 2024

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

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

Landlord: \_\_\_\_\_  
P.O. BOX 3306  
TURLOCK, CA 95381  
209-614-2277

Tenant: EDEN AREA ROP  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** \_\_\_\_\_  
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The following ATTACHED supplements/exhibits are incorporated in this agreement:  Option Agreement (C.A.R. Form OA)

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

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

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

44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:  
Listing Agent: \_\_\_\_\_ (Print Firm Name) is the agent of (check one):  
 the Landlord exclusively; or  both the Tenant and Landlord.  
Selling Agent: \_\_\_\_\_ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):  
 the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.  
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials ( HL ) ( \_\_\_\_\_ )

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



Premises: 2480 Acme Court, Turlock, CA 95380

Date July 10, 2024

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

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
EDEN AREA ROP  
(Print name)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
(Print name)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Guarantor (Print Name) \_\_\_\_\_  
Guarantor \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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

Landlord \_\_\_\_\_ Date 7-10-24  
(owner or agent with authority to enter into this agreement)  
Address P.O.BOX 3306 City TURLOCK State CA Zip 95381

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(owner or agent with authority to enter into this agreement) L & M INVESTMENTS  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Real Estate Broker (Leasing Firm) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_  
By (Agent) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_  
By (Agent) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the Agreement with Sonia Elgar for Business Services Support for the 2024-2025 School Year

## **BACKGROUND**

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Business Services has a need to reconcile fiscal activities in preparation for Fiscal Year End 2023-2024 and multiple points throughout Fiscal Year 2024-2025.

## **CURRENT SITUATION**

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The attached agreement is our working agreement with independent contractor, Sonia Elgar, for the 2024-2025 school year. Sonia has supported the business department and adult education in the past when we have had staff out on leave, and/or for department's special projects.

## **CONSENT CALENDAR**

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## AGREEMENT FOR SERVICE 2024-2025

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

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Sonia Elgar (the "Service Provider") between July 1, 2024 through June 30, 2025.

### Background:

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

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

### Services Provided

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1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of but not limited to the following:
  - Reconciliation of prior fiscal year and current fiscal year transactions
  - Carryforward unearned revenue for grants and other restricted funding that crosses FYs
  - Clear TRC errors anticipated at First interim, Second Interim, Unaudited Actuals and Adopted Budget.
  - Assist Account Receivable Technician for fiscal year end activities.
  - Interest and OPEB bookings.
  - Assist with compiling audit documents.

### Term of Agreement

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2. The term of this Agreement will be from July 1, 2024 and will remain in full force and effect until June 30, 2025, and not to exceed 280 total hours,

subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

## Performance

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

## Compensation

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4. Eden Area ROP will pay a fee to Sonia Elgar for the Services based on \$100.00 per hour with a not to exceed of \$28,000.00. This fee shall be payable monthly, at Net 30, upon invoicing of services.
5. Service Provider must submit an itemized invoice to Business Services which includes: dates, time and type of worked accomplished.

## Confidentiality

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

## Non-Competition

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

## Ownership of Materials

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8. All materials developed, produced, or in the process of being so under this Agreement will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.

9. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

## Return of Property

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

## Assignment

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

## Capacity/Independent Contractor

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

## Modification of Agreement

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

## Notice

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

## Costs and Legal Expenses

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

## Time of the Essence

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

## Entire Agreement

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

## Limitation of Liability

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

## Indemnification

---

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

## Inurement

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

## Currency

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

## Titles/Headings

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

## Gender

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

## Governing Law

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

## Severability

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

## Waiver

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

## Additional Provisions

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

\_\_\_\_\_  
Sonia Elgar, Service Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anthony Oum, Eden Area ROP  
Fiscal Services Administrator

\_\_\_\_\_  
Date



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Michelle Stephens, Assistant Principal of Educational Services  
**SUBJECT:** Request the Governing Board to approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2024-2025 School Year

**BACKGROUND**

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

**CURRENT SITUATION**

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For the 2024-2025 school year the contract between American Stage Tours and the Eden Area ROP is outlined below:

| <b>School</b>             | <b>Tour Date</b> | <b>Amount</b>      |
|---------------------------|------------------|--------------------|
| San Leandro High School   | 10/29/2024       | \$6,087.50         |
| San Lorenzo High School   | 11/8/2024        | \$5,337.50         |
| Hayward High School       | 11/15/2024       | \$5,337.50         |
| Tennyson High School      | 11/19/2024       | \$5,337.50         |
| Mt. Eden High School      | 12/10/2024       | \$8,562.50         |
| Arroyo High School        | 12/13/2024       | \$4,162.50         |
| Castro Valley High School | 01/28/2025       | \$6,950.00         |
|                           | <b>Total</b>     | <b>\$41,775.00</b> |

**CONSENT CALENDAR**

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**P.O. Box 6123**  
**Concord, CA 94524-1123**  
 Phone: 925-687-7705  
 Fax: 925-685-5421  
 TCP 12504-B US DOT 253482  
 Website: www.americanstagetours.com  
 Email: info@americanstagetours.com

**Charter Confirmation**

Confirmed: **06/03/24**  
 Charter No. : **32389**

**Johanna Lopez**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Phone: **510-293-2950**  
 Order Date **05/30/24**  
 SalesRep: **Charles Williams**

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

|  |   |
|--|---|
| Group Name: <b>Eden Area ROP</b>   | # Coaches: <b>3</b>   |
| Group Leader: <b>Johanna Lopez</b>   | Equipment: <b>56 passengers</b>   |
| Destination: <b>Hayward, CA</b>  | Requested Driver:   |
| Leave Date: <b>Tuesday, October 29, 2024</b>   | Return Date: <b>Tuesday, October 29, 2024</b>   |
| Spot Time: <b>8:15 am</b>  |   |
| Leave Time: <b>8:30 am</b>   | Retn\Drop Time: <b>3:30 pm</b>  |
| Pickup Location: <b>San Leandro High School</b><br><b>2200 Bancroft Ave.</b><br><b>San Leandro, cA</b> | Destination Details: <b>Eden Area ROP</b><br><b>26316 Hesperian Blvd.</b><br><b>Hayward, CA 94545</b> |

| <u>Due Dates</u> | <u>Description</u>      | <u>Amount</u> | <u>Date Received</u> | <b>Transport Charge:</b> | <b>\$6,087.50</b> |
|------------------|-------------------------|---------------|----------------------|--------------------------|-------------------|
| <b>06/15/24</b>  | <b>Signed Contract</b>  |               |                      | <b>Amount Paid</b>       | <b>\$0.00</b>     |
| <b>10/15/24</b>  | <b>PO for Final Pay</b> |               |                      | <b>Balance Due</b>       | <b>\$6,087.50</b> |

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

\_\_\_\_\_  
 Charter Party Authorized Signature                      Date

Charles Williams  
 Tour Coordinator



**P.O. Box 6123**  
**Concord, CA 94524-1123**  
Phone: 925-687-7705  
Fax: 925-685-5421  
TCP 12504-B US DOT 253482  
Website: www.americanstagetours.com  
Email: info@americanstagetours.com

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## S.P.A.B Terms and Conditions

**Johanna Lopez**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

**Monday, June 3, 2024**

Charter No. : **32389**  
Phone: **510-293-2950**  
Fax:  
Order Date **05/30/24**  
SalesRep: **Charles Williams**

The attached Charter 32389 in the amount of \$6,087.50 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

### RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

### DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

### CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

### PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

### School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

### OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

### DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

---

Charter Party Signature

---

Date





**P.O. Box 6123**  
**Concord, CA 94524-1123**  
 Phone: 925-687-7705  
 Fax: 925-685-5421  
 TCP 12504-B US DOT 253482  
 Website: www.americanstagetours.com  
 Email: info@americanstagetours.com

**Charter Confirmation**

Confirmed: **06/03/24**  
 Charter No. : **32390**

**Johanna Lopez**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Phone: **510-293-2950**  
 Order Date **05/30/24**  
 SalesRep: **Steve Souza**

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

Group Name: **Eden Area ROP**  
 Group Leader: **Johanna Lopez**  
 Destination: **Hayward, CA**  
 Leave Date: **Friday, November 8, 2024**  
 Spot Time: **8:15 am**  
 Leave Time: **8:30 am**  
 Pickup Location: **San Lorenzo High School**  
**50 East Lewelling Blvd.**  
**San Lorenzo, CA**

# Coaches: **3**  
 Equipment: **56 passengers**  
 Requested Driver:  
 Return Date: **Friday, November 8, 2024**  
 Retn\Drop Time: **11:30 am**  
 Destination Details: **Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

|                          |                   |
|--------------------------|-------------------|
| <b>Transport Charge:</b> | <b>\$5,337.50</b> |
| <b>Amount Paid</b>       | <b>\$0.00</b>     |
| <b>Balance Due</b>       | <b>\$5,337.50</b> |

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

Charter Party Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Steve Souza  
 Tour Coordinator



**P.O. Box 6123**  
**Concord, CA 94524-1123**  
 Phone: 925-687-7705  
 Fax: 925-685-5421  
 TCP 12504-B US DOT 253482  
 Website: www.americanstagetours.com  
 Email: info@americanstagetours.com

**S.P.A.B Terms and Conditions**

**Monday, June 3, 2024**

**Johanna Lopez**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Charter No. : **32390**  
 Phone: **510-293-2950**  
 Fax:  
 Order Date **05/30/24**  
 SalesRep: **Steve Souza**

The attached Charter 32390 in the amount of \$5,337.50 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

**RATES:**

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

**DEPOSITS:**

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

**CANCELLATIONS:**

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

**PROHIBITED SUBSTANCES:**

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

**School Pupil Activity Bus (S.P.A.B.) REGULATIONS:**

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

**OVERNIGHT CHARTER TRIPS:**

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

**DISCLAIMER:**

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

\_\_\_\_\_  
 Charter Party Signature

\_\_\_\_\_  
 Date



**P.O. Box 6123**  
**Concord, CA 94524-1123**  
Phone: 925-687-7705  
Fax: 925-685-5421  
TCP 12504-B US DOT 253482  
Website: www.americanstagetours.com  
Email: info@americanstagetours.com

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**Charter Confirmation**

**Johanna Lopez**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Confirmed: **06/03/24**  
Charter No. : **32391**  
Phone: **510-293-2950**  
Order Date **05/30/24**  
SalesRep: **Steve Souza**

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

|  |   |
|--|---|
| Group Name: <b>Eden Area ROP</b>             | # Coaches: <b>3</b>                           |
| Group Leader: <b>Johanna Lopez</b>           | Equipment: <b>56 passengers</b>               |
| Destination: <b>Hayward, CA</b>              | Requested Driver:                             |
| Leave Date: <b>Friday, November 15, 2024</b> | Return Date: <b>Friday, November 15, 2024</b> |
| Spot Time: <b>8:15 am</b>                    |   |
| Leave Time: <b>8:30 am</b>                   | Retn\Drop Time: <b>11:30 am</b>               |
| Pickup Location: <b>Hayward High School</b>  | Destination: <b>Eden Area ROP</b>             |
| <b>1633 East Ave</b>                         | Details: <b>26316 Hesperian Blvd.</b>         |
| <b>Hayward, CA 94540</b>                     | <b>Hayward, CA 94545</b>                      |

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|                          |                   |
|--------------------------|-------------------|
| <b>Transport Charge:</b> | <b>\$5,337.50</b> |
| <b>Amount Paid</b>       | <b>\$0.00</b>     |
| <b>Balance Due</b>       | <b>\$5,337.50</b> |

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

---

Charter Party Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Steve Souza  
Tour Coordinator



**P.O. Box 6123  
Concord, CA 94524-1123**  
Phone: 925-687-7705  
Fax: 925-685-5421  
TCP 12504-B US DOT 253482  
Website: www.americanstagetours.com  
Email: info@americanstagetours.com

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## S.P.A.B Terms and Conditions

**Johanna Lopez  
Eden Area ROP  
26316 Hesperian Blvd.  
Hayward, CA 94545**

**Monday, June 3, 2024**  
Charter No. : **32391**  
Phone: **510-293-2950**  
Fax:  
Order Date **05/30/24**  
SalesRep: **Steve Souza**

The attached Charter 32391 in the amount of \$5,337.50 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

### RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

### DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

### CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

### PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

### School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

### OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

### DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

---

Charter Party Signature

---

Date



**P.O. Box 6123**  
**Concord, CA 94524-1123**  
 Phone: 925-687-7705  
 Fax: 925-685-5421  
 TCP 12504-B US DOT 253482  
 Website: www.americanstagetours.com  
 Email: info@americanstagetours.com

**Charter Confirmation**

**Johanna Lopez**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Confirmed: **06/03/24**  
 Charter No. : **32392**  
  
 Phone: **510-293-2950**  
  
 Order Date **05/30/24**  
 SalesRep: **Steve Souza**

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

|  |   |
|--|---|
| Group Name: <b>Eden Area ROP</b>   | # Coaches: <b>3</b>   |
| Group Leader: <b>Johanna Lopez</b>   | Equipment: <b>56 passengers</b>   |
| Destination: <b>Hayward, CA</b>  | Requested Driver:   |
| Leave Date: <b>Tuesday, November 19, 2024</b>  | Return Date: <b>Tuesday, November 19, 2024</b>  |
| Spot Time: <b>8:15 am</b>  |   |
| Leave Time: <b>8:30 am</b>   | Retn\Drop Time: <b>11:30 am</b>   |
| Pickup Location: <b>Tennyson High School</b><br><b>27035 Whitman St.</b><br><b>Hayward, CA 94544</b> | Destination Details: <b>Eden Area ROP</b><br><b>26316 Hesperian Blvd.</b><br><b>Hayward, CA 94545</b> |

|                          |                   |
|--------------------------|-------------------|
| <b>Transport Charge:</b> | <b>\$5,337.50</b> |
| <b>Amount Paid</b>       | <b>\$0.00</b>     |
| <b>Balance Due</b>       | <b>\$5,337.50</b> |

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

\_\_\_\_\_  
 Charter Party Authorized Signature                      Date

Steve Souza  
 Tour Coordinator



**P.O. Box 6123**  
**Concord, CA 94524-1123**  
Phone: 925-687-7705  
Fax: 925-685-5421  
TCP 12504-B US DOT 253482  
Website: www.americanstagetours.com  
Email: info@americanstagetours.com

**S.P.A.B Terms and Conditions**

**Johanna Lopez**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

**Monday, June 3, 2024**  
Charter No. : **32392**  
Phone: **510-293-2950**  
Fax:  
Order Date **05/30/24**  
SalesRep: **Steve Souza**

The attached Charter 32392 in the amount of \$5,337.50 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

**RATES:**

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

**DEPOSITS:**

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

**CANCELLATIONS:**

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

**PROHIBITED SUBSTANCES:**

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

**School Pupil Activity Bus (S.P.A.B.) REGULATIONS:**

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

**OVERNIGHT CHARTER TRIPS:**

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

**DISCLAIMER:**

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I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature

Date



**P.O. Box 6123**  
**Concord, CA 94524-1123**  
Phone: 925-687-7705  
Fax: 925-685-5421  
TCP 12504-B US DOT 253482  
Website: www.americanstagetours.com  
Email: info@americanstagetours.com

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**Charter Confirmation**

Confirmed: **06/03/24**  
Charter No. : **32393**  
  
Phone: **510-293-2950**  
  
Order Date **05/30/24**  
SalesRep: **Steve Souza**

**Johanna Lopez**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

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

|   |  |
|---|--|
| Group Name: <b>Eden Area ROP</b>              | # Coaches: <b>5</b>                            |
| Group Leader: <b>Johanna Lopez</b>            | Equipment: <b>4x56 &amp; 1x48 passenger</b>    |
| Destination: <b>Hayward, CA</b>               | Requested Driver:                              |
| Leave Date: <b>Tuesday, December 10, 2024</b> | Return Date: <b>Tuesday, December 10, 2024</b> |
| Spot Time: <b>8:15 am</b>                     |  |
| Leave Time: <b>8:30 am</b>                    | Retn\Drop Time: <b>11:30 am</b>                |
| Pickup Location: <b>Mt. Eden High School</b>  | Destination: <b>Eden Area ROP</b>              |
| <b>2300 Panama St</b>                         | Details: <b>26316 Hesperian Blvd.</b>          |
| <b>Hayward, CA 94545</b>                      | <b>Hayward, CA 94545</b>                       |

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|                          |                   |
|--------------------------|-------------------|
| <b>Transport Charge:</b> | <b>\$8,562.50</b> |
| <b>Amount Paid</b>       | <b>\$0.00</b>     |
| <b>Balance Due</b>       | <b>\$8,562.50</b> |

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

---

Charter Party Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Steve Souza  
Tour Coordinator



**P.O. Box 6123**  
**Concord, CA 94524-1123**  
 Phone: 925-687-7705  
 Fax: 925-685-5421  
 TCP 12504-B US DOT 253482  
 Website: www.americanstagetours.com  
 Email: info@americanstagetours.com

**S.P.A.B Terms and Conditions**

**Monday, June 3, 2024**

**Johanna Lopez**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Charter No. : **32393**  
 Phone: **510-293-2950**  
 Fax:  
 Order Date **05/30/24**  
 SalesRep: **Steve Souza**

The attached Charter 32393 in the amount of \$8,562.50 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

**RATES:**

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

**DEPOSITS:**

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

**CANCELLATIONS:**

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

**PROHIBITED SUBSTANCES:**

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

**School Pupil Activity Bus (S.P.A.B.) REGULATIONS:**

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

**OVERNIGHT CHARTER TRIPS:**

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

**DISCLAIMER:**

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

\_\_\_\_\_  
 Charter Party Signature

\_\_\_\_\_  
 Date





**P.O. Box 6123**  
**Concord, CA 94524-1123**  
 Phone: 925-687-7705  
 Fax: 925-685-5421  
 TCP 12504-B US DOT 253482  
 Website: www.americanstagetours.com  
 Email: info@americanstagetours.com

**Charter Confirmation**

Confirmed: **06/03/24**  
 Charter No. : **32394**

**Johanna Lopez**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

Phone: **510-293-2950**  
 Order Date **05/30/24**  
 SalesRep: **Steve Souza**

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

|  |   |
|--|---|
| Group Name: <b>Eden Area ROP</b>             | # Coaches: <b>2</b>                           |
| Group Leader: <b>Johanna Lopez</b>           | Equipment: <b>56 passengers</b>               |
| Destination: <b>Hayward, CA</b>              | Requested Driver:                             |
| Leave Date: <b>Friday, December 13, 2024</b> | Return Date: <b>Friday, December 13, 2024</b> |
| Spot Time: <b>8:15 am</b>                    |   |
| Leave Time: <b>8:30 am</b>                   | Retn\Drop Time: <b>3:30 pm</b>                |
| Pickup Location: <b>Arroyo High School</b>   | Destination: <b>Eden Area ROP</b>             |
| <b>15701 Lorenzo Ave.</b>                    | Details: <b>26316 Hesperian Blvd.</b>         |
| <b>San Lorenzo, CA 94580</b>                 | <b>Hayward, CA 94545</b>                      |

|                          |                   |
|--------------------------|-------------------|
| <b>Transport Charge:</b> | <b>\$4,162.50</b> |
| <b>Amount Paid</b>       | <b>\$0.00</b>     |
| <b>Balance Due</b>       | <b>\$4,162.50</b> |

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

\_\_\_\_\_  
 Charter Party Authorized Signature                      Date

Steve Souza  
 Tour Coordinator



**P.O. Box 6123**  
**Concord, CA 94524-1123**  
Phone: 925-687-7705  
Fax: 925-685-5421  
TCP 12504-B US DOT 253482  
Website: www.americanstagetours.com  
Email: info@americanstagetours.com

**S.P.A.B Terms and Conditions**

**Johanna Lopez**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

**Monday, June 3, 2024**  
Charter No. : **32394**  
Phone: **510-293-2950**  
Fax:  
Order Date **05/30/24**  
SalesRep: **Steve Souza**

The attached Charter 32394 in the amount of \$4,162.50 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

**RATES:**

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

**DEPOSITS:**

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

**CANCELLATIONS:**

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

**PROHIBITED SUBSTANCES:**

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

**School Pupil Activity Bus (S.P.A.B.) REGULATIONS:**

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

**OVERNIGHT CHARTER TRIPS:**

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

**DISCLAIMER:**

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

\_\_\_\_\_  
Charter Party Signature

\_\_\_\_\_  
Date



**P.O. Box 6123**  
**Concord, CA 94524-1123**  
 Phone: 925-687-7705  
 Fax: 925-685-5421  
 TCP 12504-B US DOT 253482  
 Website: www.americanstagetours.com  
 Email: info@americanstagetours.com

**Charter Confirmation**

Confirmed: **06/03/24**  
 Charter No. : **32395**  
  
 Phone: **510-293-2950**  
  
 Order Date **05/30/24**  
 SalesRep: **Steve Souza**

**Johanna Lopez**  
**Eden Area ROP**  
**26316 Hesperian Blvd.**  
**Hayward, CA 94545**

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

|  |   |
|--|---|
| Group Name: <b>Eden Area ROP</b>   | # Coaches: <b>4</b>   |
| Group Leader: <b>Johanna Lopez</b>   | Equipment: <b>56 passengers</b>   |
| Destination: <b>Hayward, CA</b>  | Requested Driver:   |
| Leave Date: <b>Tuesday, January 28, 2025</b>   | Return Date: <b>Tuesday, January 28, 2025</b>   |
| Spot Time: <b>8:15 am</b>  |   |
| Leave Time: <b>8:30 am</b>   | Retn\Drop Time: <b>11:30 am</b>   |
| Pickup Location: <b>Castro Valley High School<br/>(Pick up in Loop off Mabel)<br/>19400 Santa Maria Avenue<br/>Castro Valley, CA 94546</b> | Destination Details: <b>Eden Area ROP<br/>26316 Hesperian Blvd.<br/>Hayward, CA 94545</b> |

|                          |                   |
|--------------------------|-------------------|
| <b>Transport Charge:</b> | <b>\$6,950.00</b> |
| <b>Amount Paid</b>       | <b>\$0.00</b>     |
| <b>Balance Due</b>       | <b>\$6,950.00</b> |

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

Charter Party Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Steve Souza  
 Tour Coordinator



**P.O. Box 6123  
Concord, CA 94524-1123**  
Phone: 925-687-7705  
Fax: 925-685-5421  
TCP 12504-B US DOT 253482  
Website: www.americanstagetours.com  
Email: info@americanstagetours.com

## **S.P.A.B Terms and Conditions**

**Johanna Lopez  
Eden Area ROP  
26316 Hesperian Blvd.  
Hayward, CA 94545**

**Monday, June 3, 2024**

Charter No. : **32395**  
Phone: **510-293-2950**  
Fax:  
Order Date **05/30/24**  
SalesRep: **Steve Souza**

The attached Charter 32395 in the amount of \$6,950.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

### **RATES:**

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

### **DEPOSITS:**

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

### **CANCELLATIONS:**

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

### **PROHIBITED SUBSTANCES:**

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

### **School Pupil Activity Bus (S.P.A.B.) REGULATIONS:**

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

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2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

### **OVERNIGHT CHARTER TRIPS:**

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

### **DISCLAIMER:**

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

\_\_\_\_\_  
Charter Party Signature

\_\_\_\_\_  
Date



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2024-2025 School Year

## **BACKGROUND**

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The Eden Area ROP contracts its payroll processing services with Alameda County Office of Education (ACOE). The MOU includes processing of employee deductions, health and welfare, and timesheets. CalSTRS and CalPERS reporting are also included.

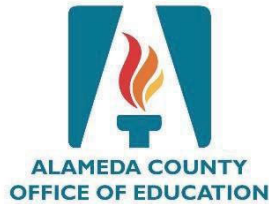
## **CURRENT SITUATION**

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The attached MOU with ACOE provides details of the payroll processing services for 2024-2025 school year.

## **CONSENT CALENDAR**

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## MEMORANDUM OF UNDERSTANDING (MOU)

- PARTIES:** This Memorandum of Understanding (MOU) is entered into between the **Alameda County Office of Education (ACOE)** and **Eden Area Occupational Program (EAROP)**.
- PURPOSE:** The purpose of this MOU is to enable the ACOE and EAROP to have the ACOE provide certain payroll processing services, and ACOE is willing and able to provide such services.
- AUTHORITY:** This MOU is entered into by and between the parties in exercise of the authority set forth in and governed by the laws of the State of California.
- TERM:** This MOU shall become effective upon the date of execution by both the parties and shall continue for a period of 12 months **effective July 1, 2024 and ends June 30, 2025**. This agreement is renewable from year to year, unless either party gives notice of intent to withdraw by May 15<sup>th</sup> of the effective period.

### SCOPE OF SERVICES:

- A. The ACOE (Internal Business Services department) agrees to provide the following services:
1. Process monthly time cards.
  2. Process employee payroll deductions and health & welfare insurance premiums through payroll.
  3. Prepare manual payroll warrants, if necessary.
  4. Set up and update specific employee payroll record data in ESCAPE (i.e. W-4, Advanced Earned Income Credit or AEIC, DE-4)
  5. Prepare STRS & PERS reports and reconcile to financial system.
  6. Include EAROP in Agency's STRS and PERS reports under EAROP's own Unit Code identity.

7. Reconcile and file quarterly and annual Federal, State, SDI and SUI employer payroll tax reports including W-2 forms.
  8. Provide Direct Deposit of payroll warrants.
  9. Deposit Federal, State, SDI, and SUI payroll taxes.
  10. Meet with EAROP personnel manager and/or business manager, as needed, to implement required payroll procedures.
  11. Regular payrolls will be processed once a month at ACOE in accordance with the EAROP calendar.
- B. EAROP agrees to complete, on a timely manner, all information necessary to process the payroll and all related items as follows:
1. Timesheets must be received by ACOE's payroll department no later than 2 business days after the 15th of each month.
  2. EAROP will provide ACOE with no less than three weeks advance notice from Payroll cutoff date of any salary increase resulting in a retro payment.
  3. EAROP will establish payroll parameters; calendars, work year, pay schedules and other necessary information to produce an accurate payroll.
  4. EAROP will track the balances of all sick leaves, vacation leaves and any other leave like following up and oversee the SDI worksheet. Also, EAROP will track and manage reports and all items related to the Affordable Care Act.
  5. Set up annual rates for PERS, STRS, Workers' Compensation, State Unemployment Insurance, health & welfare premiums, and other payroll related employer and employee deductions.
  6. Review payroll set-up and add-ons.
  7. Reconcile and mail vendor warrants excluding health & welfare insurance premiums.
  8. Enroll qualified employees under PERS and STRS systems (my/CalPERS or REAP).
  9. Maintain and transmit payroll vendor files including tax shelter annuities and other employee payroll deductions.
  10. EAROP is responsible for keeping original copies of payroll records. Only copies of such records will be sent to ACOE.

11. Responsible for paying Local Experience Charge (LEC) bills and sales taxes.
12. EAROP shall ensure that sufficient funds are available in their County Treasurer's account to cover the full amount of payroll.
13. In case of payroll related questions, ACOE will discuss the issue with the EAROP office personnel and not directly with the affected employee.

**COMPENSATION:**

In exchange for the support and services to be provided by ACOE under the terms and conditions of this Agreement, EAROP shall pay ACOE a total amount of **\$31,031.33**. ACOE shall invoice EAROP quarterly in the amount of \$7,757.83

**INSURANCE:**

During the term of this MOU, ACOE shall provide to EAROP and EAROP shall provide to ACOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. ACOE shall also provide EAROP, and EAROP shall also provide ACOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by ACOE OR EAROP shall be excess and noncontributory." Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

**INDEMNIFICATION:**

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless EAROP and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.
- B. Insofar as permitted by law, EAROP shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of EAROP, its officers, agents or employees.



- C. It is the intent of the ACOE and EAROP that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. ACOE and EAROP agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and EAROP further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

**TERMINATION/SUSPENSION:**

This MOU may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this MOU may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this MOU

**NON-DISCRIMINATION:**

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

**NOTICES:**

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

|          |   |
|----------|---|
| To ACOE: | Alameda County Office of Education<br>313 West Winton Avenue<br>Hayward, CA 94544 |
|----------|---|

|                                    |  |
|------------------------------------|--|
| To Eden Area Occupational Program: | Eden Area Occupational Program<br>26316 Hesperian Blvd.<br>Hayward, CA 94545 |
|------------------------------------|--|

**INTEGRATION:**

This MOU represents the entire and integrates agreement between ACOE and EAROP, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of ACOE and EAROP.

**REPRESENTATION OF AUTHORITY:**

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU

IN WITNESS WHEREOF, ACOE and EAROP have executed this MOU as of the date first above written.

**ALAMEDA COUNTY OFFICE OF EDUCATION**

**EDEN AREA ROP**



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

\_\_\_\_\_  
Signature of Authorized  
EAROP Representative

Anthony Oum, Fiscal Services Administrator

Print Name and Title

\_\_\_\_\_  
Print Name and Title

08/08/2024

Date

\_\_\_\_\_  
Date



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board approve the MOU with the Hayward Unified School District for the Independent Study Teacher to Support the Downtown Hayward Promise Neighborhoods Program for July 1, 2024-June 30, 2025

## **BACKGROUND**

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The Hayward Promise Neighborhoods is in its third round of federal funding. Promise Neighborhood grants are 5 years in duration and are cradle-to-career initiatives focused on transforming a neighborhood within the city. The first Promise Neighborhood grant focused on the Jackson Triangle neighborhood, the second on South Hayward and the new Promise Neighborhood grant focuses on Downtown Hayward.

## **CURRENT SITUATION**

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The Eden Area ROP as a partner in this project will provide career technical programs and assist in dropout prevention for identified students. To this end, HUSD assigns a teacher to the Eden Area ROP that provides credit recovery to students attending EAROP who live in the Downtown Promise Neighborhood or attend the target high schools. This MOU outlines our agreement with Hayward Unified School District to reimburse the district for the cost of this employee.

## **CONSENT CALENDAR**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM AND HAYWARD UNIFIED  
SCHOOL DISTRICT THROUGH  
THE HAYWARD PROMISE NEIGHBORHOOD PARTNERSHIP**

**I. TERMS OF MOU:**

This agreement shall commence on July 1, 2024, and shall extend through June 30, 2025.

**II. CONTRACT AMOUNT:**

The teacher contract amounted for \$169,726.67 for salary and benefits.

**III. PURPOSE:**

Through The Hayward Promise Neighborhood Grant, Hayward Unified School District and Eden Area Regional Occupational Program will collaborate to implement an independent study program to cover academic support for Career/Occupational training programs prepared and offered by ROP.

**IV. ROLE AND RESPONSIBILITIES OF EDEN AREA ROP:**

- The ROP shall provide leadership and coordination services to ensure quality academic and career technical standards are met.
- The ROP will provide data control services for registration, attendance, grades, transcripts, and other student records.
- Attendance reporting will be reflected by both the ROP and HUSD.
- Reimbursement back to the district for the independent study teacher at a total of \$169,726.67 (includes benefits). Payments will be made in 12 monthly installments of \$14,143.89.

**V. ROLE AND RESPONSIBILITIES OF HUSD:**

- HUSD shall designate instructors from its staffing assignment prior to the beginning of the school year.
- HUSD shall designate administrative supervision of selected staff through the HUSD Independent Study Program.
- HSUD will be responsible for instructor compensation.
- HUSD will ensure that the instructor possesses an approved Credential.
- HUSD will ensure that the instructor assists HUSD students (especially those in the Promise Neighborhood grant) with intense intervention and credit recovery as needed. Assistance can include:
  - Pre/Post Assessment
  - Individualized direct instruction
  - Teacher assigned prescriptive lessons
  - Push in or pull-out instruction
  - Intensive intervention
  - Differentiated content

**VI. TERMS OF AGREEMENT:**

An effort will be directed by both parties to maintain the terms of the agreement as defined. However, if urgent circumstances beyond either party’s control occur, making one party unable to fulfill its agreement, this agreement can be renegotiated or terminated with 30 days’ notice.

Eden Area ROP shall indemnify, defend and hold harmless HUSD and its employees from and against any and all loss, liability, expenses, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt HUSD and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

HUSD shall indemnify, defend and hold harmless Eden Area ROP and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt Eden Area ROP and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

Under penalty of perjury, I agree to the statements above and am designated to sign this agreement on behalf of my agency,

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

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

\_\_\_\_\_  
Blaine C. Torpey  
Superintendent  
Eden Area Regional Occupational Program

\_\_\_\_\_  
Dr. Jason Reimann  
Superintendent  
Hayward Unified School District



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the MOU with the Northern California College Promise Coalition (NCCPC) for Organization Champion Coalition Membership for the 2024-2025 School Year

## **BACKGROUND**

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The Northern California College Promise Coalition (NCCPC) is a statewide effort to bring together leaders, practitioners, and resources to shape college success efforts in the region.

NCCPC works to make systemic change by advocating for and/or directly implementing solutions centering first-generation, low-income, and multiply marginalized and underrepresented students.

## **CURRENT SITUATION**

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The NCCPC is a cradle to career coalition that is similarly focused on the Eden Area ROP goals and values of equity and access. They have 62 members that include Hayward Promise Neighborhoods, the City of Hayward, and San Jose City College. We are the first Regional Occupational Program to be a member. As a member, we benefit from their communities of practice and advocacy. We will also be able to lift the voice of Career and Technical Education advocacy to ensure that career education is an important component of every student's promising future.

## **CONSENT CALENDAR**

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## NCCPC Champion MOU

Eden Area Regional Occupational  
This agreement is between Program (ROP) (Organization) and the  
Northern California College Promise Coalition (NCCPC) for the fiscal year 2024-2025,  
starting on July 1 and ending June 30.

*The joining organization will become a member of the coalition with the following opportunities and responsibilities.*

### **Benefits and Opportunities**

Membership as a Champion member affords the Organization:

1. The ability to benefit from at least some of the **policy changes resulting from coalition action**.
  - a. In 2022 we put an end to scholarship displacement by passing the bill AB 288 which was signed into law on September 30, 2022 and we are implementing the bill which went into effect in the 2023-2024 academic year;
  - b. From 2023-2025 we will pursue policies and bills that align with the issue priorities indicated in our [3-Year Policy Agenda](#): Student economic resources; Mental health, basic needs, & other resources; Cradle-to-career data system; and State investment in promise programs.
2. The ability to **benefit from college partnerships**, where possible, negotiated by the coalition.
  - a. In 2024, we have executed agreements with Cal State East Bay, San José City College, and the University of California, with more to follow; and
  - b. A landscape analysis of regional post-secondary options and their support offerings.
3. The ability to **benefit from career preparation services at a reduced fee** negotiated or made available by the coalition.
  - a. In 2024, we anticipate renewed/new MOU agreements with Management Leadership for Tomorrow, with more to follow; and
  - b. A landscape analysis of regional employer and workforce options and their support offerings.
4. **Free attendance at our community of practice efforts**, raising the level of performance of college access and success professionals across the region, including your own.
  - a. In 2024, we will host virtual, in-person, or hybrid events including, but not limited to: an Annual All Member Meeting and a Joint Convening of Elected Officials and Funders.
  - b. In 2024, we will support our members by co-hosting, sponsoring, or volunteering at their local and regional events including, but not limited to: East Bay Education Summit and the San José Education Forum.
  - c. Free attendance by your staff at all special events.

- d. Access to NCCPC-managed resources, toolkits, documents and guides.
- 5. The opportunity to respond periodically to surveys and other inquiries regarding **your priorities for the coalition’s focus.**



**Organization’s Responsibilities**

Champion member will:

- 1. Participate in at least one ad hoc or standing committee.
  - a. Attendance to a minimum of 75% of associated meetings for committees that are joined by Organization staff.
  - b. For clarity, eight (8) committee meetings will be attended if 11 are held. Ad hoc committees may or may not hold meetings.
  - c. The four (4) standing committees are:
    - i. Communities of Practice Committee
    - ii. Campus Partnerships Committee
    - iii. Policy Committee
    - iv. Workforce Partnerships Committee
  - d. In 2024 there are three (3) active ad hoc committees, however more committees may be formed during the course of the year:
    - i. Evaluation Ad Hoc Committee
    - ii. Fiscal Sponsor Ad Hoc Committee
    - iii. Financial Literacy Ad Hoc Committee
- 2. Participation in at least one campaign during the fiscal year.
  - a. In 2024 there are five (5) active campaigns that NCCPC is leading:
    - i. [AB 288 CA Ban on Scholarship Displacement Act of 2021 implementation](#)
    - ii. [CalKIDS statewide and locally managed child savings account program implementation](#)
    - iii. [California Cradle to Career Data System implementation](#)
    - iv. [Education Cities Initiative](#)
    - v. Regional Emergency Microgrants Program
- 3. Agree to have your organization’s name listed as a coalition member and to share deidentified aggregate data as necessary toward shared goals.

This agreement shall be in effect as of the last date of signing, below.

**MEMBER**

|   |                               |                 |
|---|-------------------------------|-----------------|
|   | Blaine C. Torpey              |                 |
|  | Superintendent                | 07 / 01 / 2024  |
| _____<br>(signed)   | _____<br>(printed name/title) | _____<br>(date) |
|  | Meredith Curry Nuñez          | 06 / 27 / 2024  |
| _____<br>(signed)   | _____<br>(printed name/title) | _____<br>(date) |

**NCCPC**



---

(signed)

---

Meredith Curry Nuñez, Executive Director, NCCPC

---

(date)

|                                |  |
|--------------------------------|--|
| <b>Title</b>                   | Welcome again to NCCPC!                  |
| <b>File name</b>               | content                                  |
| <b>Document ID</b>             | cf8b1b19afb3ad9021e5206e2470289faf40a1da |
| <b>Audit trail date format</b> | MM / DD / YYYY                           |
| <b>Status</b>                  | ● Signed                                 |

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### Document History



SENT

**06 / 27 / 2024**

14:55:29 UTC

Sent for signature to Blaine Torpey (btorpey@edenrop.org) from heather@norcalpromisecoalition.org  
IP: 108.204.120.103



VIEWED

**07 / 01 / 2024**

16:04:26 UTC

Viewed by Blaine Torpey (btorpey@edenrop.org)  
IP: 206.110.252.122



SIGNED

**07 / 01 / 2024**

16:05:49 UTC

Signed by Blaine Torpey (btorpey@edenrop.org)  
IP: 206.110.252.122



COMPLETED

**07 / 01 / 2024**

16:05:49 UTC

The document has been completed.

# INFORMATION ITEMS

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**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** SkillsUSA National Competition Update

**BACKGROUND**

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SkillsUSA is a nonprofit national education association that serves middle-school, high-school and college/postsecondary students preparing for careers in trade, technical and skilled service occupations.

The National Leadership & Skills Conference showcases excellence in career and technical education. This event brings together thousands of students, instructors, business partners, and administrators to celebrate the accomplishments of those preparing for careers in trade, technical and skilled service occupations, and provides a platform to showcase students skills and talents at the national level.

**CURRENT SITUATION**

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Three Eden Area ROP students competed in the National SkillsUSA competition which was held in Atlanta, Georgia in June 2024. These students had the opportunity to meet other members of SkillsUSA, gain valuable industry experience from experts, learn about new technologies and advancements, and showcase their talent.

| <b>Student</b>                        | <b>Contest</b>                       | <b>Rank</b>               | <b>Resident School</b> |
|---------------------------------------|--------------------------------------|---------------------------|------------------------|
| Cassandra Hernandez,<br>Class of 2024 | Collision Repair Technology          | 34 <sup>th</sup><br>place | San Leandro High       |
| Isaac Morales<br>Class of 2025        | Automotive Refinishing<br>Technology | 33 <sup>rd</sup><br>place | Mt. Eden High          |
| Anthony Osegueda<br>Class of 2024     | Collision Damage Appraisal           | 16 <sup>th</sup><br>place | Arroyo High            |
| Easten May-Fanene<br>Class of 2025    | Firefighting                         | 13 <sup>th</sup><br>place | Castro Valley High     |

**RECOMMENDATION**

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Information only



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Summer Programs Update

## **BACKGROUND**

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The Eden Area ROP occasionally organizes and hosts summer programs at the Hayward Center and Chabot College. These programs provide opportunities for students to gain CTE experience using real-world applications.

## **CURRENT SITUATION**

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The Eden Area ROP provided middle and high school students career exploration discovery through grant-funded internships and project-based learning experiences. This summer, we offered the four following grant-funded programs:

- Chabot Summer Academy and the Middle School CTE Summer Summit through the K12 Strong Workforce Connections Grant
- STEP Summer Internships for Students with Disabilities through the Alameda County Workforce Development Board STEP Grant
- Urban Farming through the City of Hayward and the Hayward Unified School District (HUSD)

## **RECOMMENDATION**

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Information only

# ACTION ITEMS

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**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the adoption of Resolution 1-24/25: Signature Card-Board Members, Resolution 2-24/25: Signature Card-Authorized Agents: Payroll Warrants and Disbursements and Resolution 3-24/25: Signature Card-Authorized Agents: Official Documents and Reports

## **BACKGROUND**

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

## **CURRENT SITUATION**

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The Alameda County Office of Education requires the Eden Area ROP to file updated signature cards and resolutions to carry out routine business. These updated signature cards, Resolutions 1 through 3-24/25, reflect the signatures of current board members and Eden Area ROP administrators.

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the adoption of Resolution 1-24/25: Signature Card-Board Members, Resolution 2-24/25: Signature Card-Authorized Agents: Payroll Warrants and Disbursements and Resolution 3-24/25: Signature Card-Authorized Agents: Official Documents and Reports.

# Eden Area ROP **RESOLUTION NO. 1-24/25**

Signature Card-Board Members  
Fiscal Year 2024-2025

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

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

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

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

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

- |    |           |                   |
|----|-----------|-------------------|
| 1. | _____     | James Aguilar     |
|    | Signature | Type Name         |
| 2. | _____     | Gary Howard       |
|    | Signature | Type Name         |
| 3. | _____     | Penny Peck        |
|    | Signature | Type Name         |
| 4. | _____     | Dr. April Oquenda |
|    | Signature | Type Name         |

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 8<sup>th</sup> day of August 2024 by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:



By approval of this resolution, I hereby certify that the signature(s) appearing above are true and were affixed in my presence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board

All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY \_\_\_\_\_, approved \_\_\_\_\_, as our current list of signers.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board



# Eden Area ROP

## RESOLUTION NO. 2-24/25

### Signature Card- Authorized Agents: Payroll Warrants & Disbursements Fiscal Year 2024-2025

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

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

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

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

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

|    |           |                                 |   |
|----|-----------|---------------------------------|---|
| 1. | Signature | Blaine C. Torpey<br>Type Name   | Superintendent<br>Title                               |
| 2. | Signature | Craig Lang<br>Type Name         | Director of<br>Adult Programs<br>Title                |
| 3. | Signature | Manuschka Michaud<br>Type Name  | Principal<br>Title                                    |
| 4. | Signature | Michelle Stephens<br>Type Name  | Assistant Principal-<br>Educational Services<br>Title |
| 5. | Signature | Mark Rizkallah<br>Type Name     | Assistant Principal-<br>Pathways<br>Title             |
| 6. | Signature | Mercedes Henderson<br>Type Name | Human Resources<br>Administrator<br>Title             |
| 7. | Signature | Anthony Oum<br>Type Name        | Fiscal Services<br>Administrator<br>Title             |

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 8<sup>th</sup> day of August 2024 by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

By approval of this resolution, I hereby certify that the signature(s) appearing above are true and were affixed in my presence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board

All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY \_\_\_\_\_, approved \_\_\_\_\_, as our current list of signers.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board



# Eden Area ROP

## RESOLUTION NO. 3-24/25

### Signature Card- Authorized Agents: Official Documents & Reports Fiscal Year 2024-2025

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

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

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

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

|    |           |                    |  |
|----|-----------|--------------------|--|
| 1. | _____     | Blaine C. Torpey   | Superintendent                               |
|    | Signature | Type Name          | Title  |
| 2. | _____     | Craig Lang         | Director of<br>Adult Programs                |
|    | Signature | Type Name          | Title  |
| 3. | _____     | Manuschka Michaud  | Principal                                    |
|    | Signature | Type Name          | Title  |
| 4. | _____     | Michelle Stephens  | Assistant Principal-<br>Educational Services |
|    | Signature | Type Name          | Title  |
| 5. | _____     | Mark Rizkallah     | Assistant Principal-<br>Pathways             |
|    | Signature | Type Name          | Title  |
| 6. | _____     | Mercedes Henderson | Human Resources<br>Administrator             |
|    | Signature | Type Name          | Title  |
| 7. | _____     | Anthony Oum        | Fiscal Services<br>Administrator             |
|    | Signature | Type Name          | Title  |

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 8<sup>th</sup> day of August 2024 by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

By approval of this resolution, I hereby certify that the signature(s) appearing above are true and were affixed in my presence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board

All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY \_\_\_\_\_, approved \_\_\_\_\_, as our current list of signers.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the Medical Assisting Certified Electrocardiogram Technician (CET) Course

## **BACKGROUND**

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The Medical Assisting (MA) program at Eden Area ROP was approved by the National Healthcareer Association (NHA) in September 2018. The approval allows students to earn nationally recognized certifications from this course: Certified Clinical Medical Assistant (CCMA) and Certified EKG Technician (CET). The Certified EKG Technician curriculum can be a standalone course. As a NHA approved provider, the ROP is also allowed to administer the NHA exams for certification.

## **CURRENT SITUATION**

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The demand for medical assistants to earn "stackable" industry recognized certifications has increased as current medical employers have entry level staff who are looking to expand their skills and pay. This course is designed to prepare students for the National Healthcareer Association (NHA) Exam for CET (Certified EKG Technician) at completion. Students will master the skills necessary to help physicians diagnose and treat various cardiovascular diseases.

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the Medical Assisting Certified Electrocardiogram Technician (CET) course.

 **EdenAreaROP**  
**CERTIFIED EKG TECHNICIAN (CET)**

**Certified EKG Technician (CET): 4-week course**

Schedule: **September 9, 2024 – October 5, 2024**

Total = 52 Hours

Monday-Wednesday                      5:00 pm-8:30 pm

Saturdays (2)                                9:00 am-2:00 pm

**Week One:**

**Day One: (Monday) September 9, 2024**

|                     |   |
|---------------------|---|
| <b>5:00-5:30 pm</b> | Welcome to Eden Area ROP EKG Interpretation Course  |
| <b>5:30-8:00 pm</b> | HIPPA Regulations, OSHA, Infection control practices, etc. <ul style="list-style-type: none"> <li>- HIPPA &amp; OSHA regulations</li> <li>- Guidelines regarding infection control</li> <li>- Scope of practice of the EKG Technician</li> <li>- Ethical standards related to the practice of EKG Technician</li> <li>- Communication methods and techniques</li> <li>- Factors that affect communication with patients</li> <li>- Roles and responsibilities of members of the interdisciplinary health care team</li> </ul> |
| <b>8:00-8:30 pm</b> | Closing Questions & Review  |

**Day Two: (Tuesday) September 10, 2024**

|                     |  |
|---------------------|--|
| <b>5:00-5:30 pm</b> | Opening Questions & Review   |
| <b>5:30-8:00 pm</b> | Electronic Medical Records/ Electronic Health Records, Vital Signs, Ambulatory monitoring <ul style="list-style-type: none"> <li>- Basic elements and processes related to EMR/HER</li> <li>- Emergencies related to cardiac testing</li> <li>- Methods to obtaining vital signs</li> <li>- Instructions for patient use of ambulatory monitors</li> <li>- Types of ambulatory monitors</li> </ul> |
| <b>8:00-8:30 pm</b> | Closing Questions & Review   |

**Day Three: (Wednesday) September 11, 2024**

|                     |                            |
|---------------------|----------------------------|
| <b>5:00-5:30 pm</b> | Opening Questions & Review |
| <b>5:30-8:00 pm</b> | Cardiac Anatomy            |


**EdenAreaROP**  
**CERTIFIED EKG TECHNICIAN (CET)**

|                     |   |
|---------------------|---|
|                     | - Anatomy & Physiology: The Cardiovascular System (Material Provided) |
| <b>8:00-8:30 pm</b> | Closing Questions & Review  |

**Week Two:**

**Day One: (Monday) September 16, 2024**

|                     |  |
|---------------------|--|
| <b>5:00-5:30 pm</b> | Opening Questions & Review   |
| <b>5:30-8:00 pm</b> | Cardiac Medical Terminology, Using Calipers, & Methods to Calculate Heart Rates <ul style="list-style-type: none"> <li>- Medical Terminology frequently uses in a Cardiac Setting</li> <li>- Units of measurements of Graph Paper</li> <li>- Formulas to determine maximum and target heart rates</li> </ul> |
| <b>8:00-8:30 pm</b> | Closing Questions & Review   |

**Day Two: (Tuesday) September 17, 2024**

|                     |  |
|---------------------|--|
| <b>5:00-5:30 pm</b> | Opening Questions & Review                                       |
| <b>5:30-8:00 pm</b> | Introduction to Cardiac Rhythms: Sinus, Junctional & WAP Rhythms |
| <b>8:00-8:30 pm</b> | Closing Questions & Review                                       |

**Day Three: (Wednesday) September 18, 2024**

|                     |                            |
|---------------------|----------------------------|
| <b>5:00-5:30 pm</b> | Opening Questions & Review |
| <b>5:30-7:30 pm</b> | Atrial Fib/ Flutter        |
| <b>7:30-8:30 pm</b> | Closing Questions & Review |

**Day Four: (Saturday) September 21, 2024**

|                          |   |
|--------------------------|---|
| <b>9:00-9:30 am</b>      | Opening Questions & Review  |
| <b>10:00 am-12:00 pm</b> | SVT, RVR, & BBB   |
| <b>12:00-2:00 pm</b>     | Closing Questions & Review + <ul style="list-style-type: none"> <li>- Operating EKG Machine, 12- Lead EKG, Electrode Placement, Artifact</li> </ul> |




**EdenAreaROP**  
**CERTIFIED EKG TECHNICIAN (CET)**

**Week Three:**

**Day One: (Monday) September 23, 2024**

|                     |   |
|---------------------|---|
| <b>5:00-5:30 pm</b> | Opening Questions & Review                |
| <b>5:30-7:30 pm</b> | PACs, PVCs, PJs, PSVT, & PAT              |
| <b>7:30-8:30 pm</b> | Closing Questions & Review + Practice Lab |

**Day Two: (Tuesday) September 24, 2024**

|                     |                            |
|---------------------|----------------------------|
| <b>5:00-5:30 pm</b> | Opening Questions & Review |
| <b>5:30-8:00 pm</b> | Heart Blocks               |
| <b>8:00-8:30 pm</b> | Closing Questions & Review |

**Day Three: (Wednesday) September 25, 2024**

|                     |                                     |
|---------------------|-------------------------------------|
| <b>5:00-5:30 pm</b> | Opening Questions & Review          |
| <b>5:30-7:30 pm</b> | Paced Rhythms & Types of Pacemakers |
| <b>7:30-8:30 pm</b> | Closing Questions & Review          |

**Week Four:**

**Day One: (Monday) September 30, 2024**

|                     |  |
|---------------------|--|
| <b>5:00-5:30 pm</b> | Opening Questions & Review                 |
| <b>5:30-7:30 pm</b> | Bigeminy & Trigeminy: Atrial & Ventricular |
| <b>7:30-8:30 pm</b> | Closing Questions & Review                 |

**Day Two: (Tuesday) October 1, 2021**

|                     |  |
|---------------------|--|
| <b>5:00-5:30 pm</b> | Opening Questions & Review   |
| <b>5:30-8:00 pm</b> | Lethal Rhythms: Part 1 <ul style="list-style-type: none"> <li>- ST elevation,</li> <li>- Idioventricular</li> <li>- Accelerated Idioventricular</li> </ul> |
| <b>8:00-8:30 pm</b> | Closing Questions & Review   |


**EdenAreaROP**  
**CERTIFIED EKG TECHNICIAN (CET)**

**Day Three: (Wednesday) October 2, 2024**

|                     |  |
|---------------------|--|
| <b>5:00-5:30 pm</b> | Opening Questions + Recap of Heart Blocks  |
| <b>5:30-8:00 pm</b> | Lethal Rhythms: Part 2 <ul style="list-style-type: none"> <li>- Ventricular Fibrillation</li> <li>- Ventricular Tachycardia</li> <li>- Torsades de Pointes</li> <li>- Pulseless Electrical Activity (PEA)</li> <li>- Asystole</li> </ul> |
| <b>8:00-8:30 pm</b> | Closing Questions & Review   |

**Day Four: (Saturday) October 5, 2024**

|                         |   |
|-------------------------|---|
| <b>9:00-10:30 am</b>    | Opening Questions + Practice Lab (EKG's + Cardiac Interpretation)   |
| <b>10:30 am-2:00 pm</b> | Basic Life Support (BLS) CPR & First Aid Course <ul style="list-style-type: none"> <li>- Recap of Lethal Rhythms</li> </ul> |

**\*\*NHA Exam Date TBD**

**Certified EKG Technician (CET): 4-week course**

**Course Description:** This course is designed to prepare students for the National Healthcareer Association (NHA) Exam for CET (Certified EKG Technician) at completion. The Certified EKG Technician course offers morning classes, and evening classes. Throughout the course, you will master the skills necessary to help physicians diagnose and treat various cardiovascular diseases.

**What is an EKG? What do EKG technicians do?**

An electrocardiogram - abbreviated as EKG or ECG - is a test that measures the heart's electrical activity. EKGs are easily performed by EKG technicians in many settings such as a doctor's office or hospital. Technicians are responsible for carefully and correctly placing electrodes (sticky pads) to a patient's chest and limbs to get a correct reading of a patient's heart activity. These electrodes are hooked up to a machine which graphs of the impulses transmitted by the heart, while EKG technicians will monitor, analyze, and provide the data to the patient's physician for advanced interpretation.

Gaining a Foundation on the Science & Procedures Behind EKG.

**Lectures & Hands-on Training:**

Lectures in the didactic portion of this program include anatomy and physiology (with a focus on the heart and circulatory system), analyzing heart rhythms, EKG wave patterns, Stress Tests & Holter Monitors, 12 Lead EKG procedure, and medical ethics &

# EdenAreaROP **CERTIFIED EKG TECHNICIAN (CET)**

confidentiality. All lectures are conducted in-person and are led by qualified and experienced instructors.

Clinical skills labs are interwoven between lectures, coinciding with the related lecture topic. Students will collaborate in small groups to practice applying and aligning electrodes to anatomical dummies. Then, instructors will lead live EKG demonstrations, applying and analyzing the 12 Lead EKGs of student and/or instructor volunteers. Students will have the chance to interpret and discuss findings in class and eventually complete an entire EKG procedure for their practical exams.

### **EKG Technician Training Includes:**

- A detailed understanding of Anatomy and Physiology of the heart.
- Medical disease processes and terminology.
- Learn to interpret ALL cardiac rhythms.
- How to analyze and calculate heart rates from an EKG rhythm strip.
- Perform EKGs on patients.
- Stress Testing
- Emergency response, pertaining to Cardiac Diseases + Perform Vital Signs
- Become certified in **BLS CPR First Aid** through American Heart Association (AHA)
- NHA Exam

|   |   |
|---|---|
| <b>Course Price:</b>                      | \$700   |
| <b>Uniform:</b>                           | Scrubs (Black)  |
| <b>Textbook:</b>                          | Pearsons EKG Technician Program 4 <sup>th</sup> Edition eBook<br>\$45 (other options available) |
| <b>CPR &amp; First Aid Certification:</b> | \$90  |


**EdenAreaROP**  
**CERTIFIED EKG TECHNICIAN (CET)**

## September 2024

| Sun | Mon                                     | Tue                                     | Wed                                     | Thu | Fri | Sat  |
|-----|---|---|---|-----|-----|--|
| 1   | 2                                       | 3                                       | 4                                       | 5   | 6   | 7  |
| 8   | 9<br><b>CET Course</b><br>5:30-8:30 pm  | 10<br><b>CET Course</b><br>5:30-8:30 pm | 11<br><b>CET Course</b><br>5:30-8:30 pm | 12  | 13  | 14   |
| 15  | 16<br><b>CET Course</b><br>5:30-8:30 pm | 17<br><b>CET Course</b><br>5:30-8:30 pm | 18<br><b>CET Course</b><br>5:30-8:30 pm | 19  | 20  | 21<br><b>CET Course</b><br>9:00 am-<br>2:00 pm |
| 22  | 23<br><b>CET Course</b><br>5:30-8:30 pm | 24<br><b>CET Course</b><br>5:30-8:30 pm | 25<br><b>CET Course</b><br>5:30-8:30 pm | 26  | 27  | 28   |
| 29  | 30<br><b>CET Course</b><br>5:30-8:30 pm |   |   |     |     |  |

## October 2024

| Sun | Mon  | Tue | Wed | Thu | Fri | Sat |
|-----|--|-----|-----|-----|-----|-----|
| 29  | 30<br><b>CET Course</b><br>5:30-8:30 pm  | 1   | 2   | 3   | 4   | 5   |
| 6   | 7<br><b>NHA Exam</b><br><b>(TBD)</b>   | 8   | 9   | 10  | 11  | 12  |
| 13  | 14   | 15  | 16  | 17  | 18  | 19  |
| 20  | 21<br><b>Next 4</b><br><b>week</b><br><b>Course to</b><br><b>Start:</b><br><b>CET Course</b><br><b>(TBD)</b> | 22  | 23  | 24  | 25  | 26  |
| 27  | 28   | 29  | 30  | 31  |     |     |



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Manuschka Michaud, Principal  
**SUBJECT:** Request the Governing Board to approve the Agreement with Allied Path Consulting for Employee Equity Work and Administrative Coaching for the 2024-2025 School Year

## **BACKGROUND**

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The Eden Area ROP is committed to creating an environment that is supportive to our students of color and eliminating any barriers to their success based on race. As part of this effort, the Educational Services Department contracted with Allied Path Consulting to deepen our ability to navigate Equity Work as a high-functioning staff dedicated to the Eden Area ROP Core Values. The team will work with Allied Path Consulting, Dr. Veronica Keiffer-Lewis, to create a shared action plan that examines issues such as implicit bias, institutional racism and white privilege. Dr. Keiffer-Lewis is a highly skilled consultant with over 30 years of experience in this field.

## **CURRENT SITUATION**

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During the 2024-2025 school year, the Eden Area ROP will continue to build the capacity of the Eden Area ROP staff in developing an anti-racist, inclusive community. These efforts will be facilitated by Dr. Veronica Keiffer-Lewis of Allied Path Consulting.

## **RECOMMENDATION**

---

It is recommended that the Governing Board approve the agreement with Allied Path Consulting for employee equity work and administrative coaching for the 2024-2025 school year.

**PROPOSAL**

**Client:** EDEN Area ROP

**Contact:** Ms. Manuschka Michaud, Principal

**Phone:** 510-293-2904

**Email:** mmichaud@edenrop.org

**Audience:** Administration, Staff, and Faculty

**Project Timeframe:** August 2024 - December 2024

**Client Managers:** Thuy Ma

**APC Team Members:** Dr. Veronica Keiffer-Lewis and Dr. Tony Santa Ana

**Scope of Work**

**This scope of work represents the essential elements of the coaching, training, and development processes required to:**

1. Facilitate three professional development retreats
2. Establish an schoolwide equity and cultural humility steering committee/Community of Practice (COP)
3. Provide Equity Leadership COP

**This scope of work is organized into the following objectives and tasks:**

**Objective 1. Equity Retreats**

Overview: APC will host three cultural humility and equity in education retreats.

**Task 1. Equity & Cultural Humility Retreat 1: Building A True Community Where Equity Can Thrive**

This kick-off retreat provides an opportunity to build connections, understand the process of deepening an equity advancing true community, and develop a shared vocabulary for discussing topics of DEI through cultural humility. **Date: 8/13 from 9-3pm**

**Task 2. Equity & Cultural Humility Retreat 2: Introduction to Calling-In/Invitational Dialogue**

This all-day retreat will introduce participants to inclusive and equity advancing communication strategies. This approach is especially useful when discussing difficult and emotionally charged topics or when looking to bridge differences. Participants will have time for case studies and real-time practice. **Date: NOV - TBD**

**Objective 2. Facilitation of Leading for Equity Community of Practice**

Overview: Community of Practice groups offer ongoing knowledge, skills, and abilities enhancement on the integration of calling-in principles and practice. Each coaching session provides continued coaching support and practice.

**Task 1. Seven 90-minute leadership virtual COP sessions**

**Budget Overview and Cost Transparency**

**Objective 1. Equity Retreats**

- Two facilitators
- Prep time, planning meetings, materials development, and travel
- One 1-hour virtual debrief session per retreat
- Two full-day (9-3pm) retreats: \$15,000 ~~\$20,000~~ per retreat

Cost: ~~\$30,000~~ ~~\$60,000~~

**Objective 2. Facilitation of Leading for Equity Coaching/Community of Practice**

- One facilitator
- Preparation, planning meetings, design and kick-off
- Resources sharing and materials
- Facilitate the seven virtual sessions
- Debrief meeting, upon request

\$250 per preparation hour (14 hours): \$3,500  
\$550 per 60 minute session (7 hours): \$3,850

Cost: **\$7,350**

**Long-term Project Management/Client Administrative Fee:** \$500 per month (e.g., proposal development meetings, emails, phone calls, follow-up resources, SOW adjustments/revisions, planning calls, informal coaching, etc.): **\$3,000**

**Investment: \$40,350**

\*Outside of a signed contract, rates are subject to our annual increase.

*If you have concerns about the financial investment and would like to explore other options, please let us know. We are always happy to work with our clients to achieve the best programmatic outcomes at an affordable rate. We are here to help you succeed!*

| <b>General Roles &amp; Responsibilities</b>  |   |
|--|---|
| <b>Applied Path Consulting will:</b>   | <b>Client will:</b>   |
| <ul style="list-style-type: none"> <li>● Develop materials, training, and coaching content.</li> <li>● Meet with leadership in preparation for and follow-up of sessions as needed, to be certain that content and process meet the needs outlined in the scope of work.</li> <li>● Provide guidance and resources on the development of training, strategies, goals, objectives and outcomes.</li> <li>● Offer ongoing technical assistance.</li> </ul> | <ul style="list-style-type: none"> <li>● Handle meeting and training logistics (zoom info, tech needs, breakout rooms, etc.) , including space, and simultaneous translation as needed.</li> <li>● Provide 48 hours notice of cancellation or need to reschedule.</li> <li>● Distribute or prepare copies of all training materials, as needed</li> <li>● Process invoices in a timely manner.</li> </ul> |

\*\*\*\*\*

**If you're ready to begin the journey, please sign below.**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Walking the path together!**

<https://alliedpathconsulting.com>





Meet Your Facilitators



**Dr. Veronica Keiffer-Lewis (she/her/hers)**  
**Founder & Executive Director**

Dr. Veronica Keiffer-Lewis is an internationally sought-after organizational equity and cultural humility specialist with three decades of experience. She holds certifications as a diversity professional, integral coach, and community and workplace conflict mediator. Veronica brings to her teaching and consulting practice the theories of justice-based leadership, cultural humility, and multicultural education, as well as her practical experience coaching, organizing, facilitating, and teaching. Her focus is on developing cultural humility across the lifespan, peace and equity praxis, equity change management, anti-bias education, oppression transformation, and dialogic healing.

Veronica was the inaugural equity director at De Anza College, setting the tone for equity and social justice, and building the equity office approach and infrastructure. As director, she is credited with leading the development of the college's equity framework, lens, and rubric, in addition to developing a number of systems approaches to deepening institutional equity. Some of the strategic initiatives she piloted have been adopted by other institutions, such as her equity core team model, community conversations, and cultural humility certificate program. Veronica has a passion for community college and has worked with over 50 colleges and universities within California alone, in addition to various California community college statewide leadership organizations, such as the chancellor's office, The RP Group, 3CSN, ASCCC, CalWorks, and CCCC. Other organizations include The City of Palm Springs, Kaiser Permanente, First Five, the San Francisco Department of Public Health, UCSF, Oakland's Children's Hospital, and Ontario Public Health.

Veronica continues her research and college teaching, while also coaching equity leaders and change makers to bring out the best in themselves and their teams through equity-advancing and cultural humility centered initiatives. Veronica is a full-time faculty member, teaching in the International/Intercultural Division and Humanities Department at De Anza College. Her greatest joy and ongoing inspiration is her family, which includes two beautiful children and a wife, whom she calls best friend.



**Dr. Anthony (Tony) Abulencia Santa Ana (siya/he/his/him)**  
**Senior Associate, Leadership Team and Client Manager**  
**Consultant, Trainer, and Coach**

Anthony (Tony) Abulencia Santa Ana graduated from University of San Francisco in the International/Multicultural Education Department, with a focus on human rights. With over two decades as a community organizer and activist, he believes in the power of the collective and in radically imagining a new world.

Tony brings his consulting experience in nonprofit evaluation/assessment, youth leadership development, and juvenile justice reform throughout the San Francisco Bay Area. As a published author and poet, he has presented and performed nationally and internationally, spreading his message of the power of community through arts and activism. Tony continues his research interests in youth leadership development, social justice pedagogy, peace education, indigeneity, arts and activism, and ethnic studies. He has taught Asian American studies and ethnic studies in Tokyo, Japan; San Jose State University; and De Anza College.

As the program coordinator for De Anza’s Office of Equity, Social Justice and Multicultural Education and Student Equity Initiative, he continued Dr. Keiffer-Lewis’s vision to “transform and equitize the institution” by adding to the College’s equity rubric and guiding questions for various constituency groups, supporting and developing equity programs, bridging equity cross-collaborations on campus, providing equity trainings for student government, and piloting a student equity certification to empower students to sit on shared governance committees and conduct on the ground research (participatory action research).

Tony strongly believes we need to radically imagine a new world to transform our institutions and the society we live in, starting from the internal and moving to the external. We must collectively be in solidarity against oppression and injustice and consciously build intersectional movements. At the core, this means centering marginalized youth voices and seeing the arts as the heartbeat for a new world.



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the Agreement with Christy White, Inc for Auditing Services for the 2024-2025, 2025-2026, 2026-2027, 2027-2028 (Optional) and 2028-2029 (Optional) School Years

## **BACKGROUND**

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California Ed Code 41020(a) states that "It is the intent of the Legislature to encourage sound fiscal management practices among local educational agencies for the most efficient and effective use of public funds for the education of children in California by strengthening fiscal accountability at the school district, county, and state levels." Section (f)(1) of the previously referenced Ed Code continues by stating that "The audits shall be made by a certified public accountant or a public accountant, licensed by the California Board of Accountancy and selected by the local educational agency, as applicable, from a directory of certified public accountants and public accountants deemed by the Controller as qualified to conduct audits of local educational agencies..." Furthermore, Section (2) of the previously referenced Ed Code states that "... it is unlawful for a public accounting firm to provide audit services to a local educational agency ... has performed audit services for that local educational agency in each of the six previous fiscal years."

Lastly, California Government Code 53060 states that "The legislative body of any ... district may contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."

## **CURRENT SITUATION**

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Eide Bailly is serving as our auditors, engaging in their fourth year, auditing fiscal year (FY) 2023-2024 (06/09/2023 Board – Consent Item K). To be compliant with Ed Code 41020, the Eden Area ROP sought informal bids for new auditors, receiving three proposals: Moss Adams LLP, CWDL and Christy White, Inc. Of the three, the Eden Area ROP selected Christy White, Inc. as our new auditors effective FY 2024-2025, for a three year contract, with the option of two one year renewals. The cost structure for each year is as follows:

| <b>FY 2024-2025</b> | <b>FY 2025-2026</b> | <b>FY 2026-2027</b> | <b>FY 2027-2028<br/>(Optional)</b> | <b>FY 2028-2029<br/>(Optional)</b> |
|---------------------|---------------------|---------------------|------------------------------------|------------------------------------|
| \$25,600            | \$26,935            | \$28,280            | \$29,695                           | \$31,180                           |

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the agreement with Christy White, Inc. for auditing services for the 2024-2025, 2025-2026, 2026-2027, 2027-2028 (optional) and 2028-2029 (optional) school years.



# Proposal for Audit Services: Eden Area Regional Occupational Program

Hayward, CA

For the fiscal years ending June 30, 2025,  
through June 30, 2027, with optional renewal  
periods through June 30, 2029

***Submitted on February 23, 2024, by***  
Christy White Brook, CPA, CFE

**Corporate Office**

348 Olive Street  
San Diego, California 92103  
E-Mail: [cwhite@christywhite.com](mailto:cwhite@christywhite.com)  
[www.christywhite.com](http://www.christywhite.com)  
Telephone: 619-270-8222  
Fax: 619-260-9085

***Los Angeles County Team***  
***Assigned to Serve Eden Area Regional Occupational Program***

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**Attachments:**

- 1. Quality Control Peer Review Opinion
- 2. Insurance Certificates



Certified Public Accountants serving  
K-12 School Districts and Charter  
Schools throughout California

February 23, 2024

Eden Area Regional Occupational Program  
Board of Directors  
26316 Hesperian Blvd.  
Hayward, CA 94545

Dear Board of Directors,

Christy White, Inc. (CW) is pleased to respond to your request for proposal for **Eden Area Regional Occupational Program (the “Program or EAROP”) Annual Financial audit for the fiscal years ending June 30, 2025, June 30, 2026, and June 30, 2027, with optional renewal periods ending June 30, 2028 and June 30, 2029.** In this proposal, we believe that you will find that our firm is not only highly qualified to perform the audit for the Program but is prepared to do what it takes to provide the extra level of service required to maintain a long-term business relationship.

CW has specialized in Local Educational Program (LEA) which includes Regional Occupational Program (ROP) JPA audits for over 24 years. Founding partner Christy White has over 38 years of school audit and consulting experience and is joined by 5 experienced partners and a staff of 32.

CW audits over 210 school districts annually plus over 100 charter schools, over 105 Proposition 39 bond audits and 21 Joint Powers Authorities (JPAs). Due to our specialization in LEA and related JPA audits, our staff works year-round on education related audits. We have experience auditing and consulting with similar organizations, for example:

**Sample of CWA’s JPA (Past Two Years)**

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- Coastline ROP
- Career and College Advantage ROP
- Baldy View ROP
- San Gabriel Valley ROP
- SJCOE Workers’ Compensation Insurance Group
- Monterey & San Benito County Property & Liability JPA
- San Diego County Educational Facilities Program No. 1
- San Gabriel Valley School Districts Self Insurance Program
- San Diego County Fringe Benefits Consortium

CW, a professional corporation, is a California CPA firm with offices located in San Diego, Los Angeles, and the San Francisco Bay Area. CW is licensed with the State Board of Accountancy as a professional accountancy firm and is a certified small business and woman-majority owned firm. Christy White, CPA, is the founding partner and along with Executive Senior Director, Valerie Shaw, will lead the proposed auditing services.

348 Olive Street  
San Diego, CA  
92103

O: 619-270-8222  
F: 619-260-9085  
[christywhite.com](http://christywhite.com)

## **ASSURANCES ON ABILITY TO PERFORM**

CW has never defaulted on a contract or experienced fiscal issues, including bankruptcy and receivership. CW has established a track record of the highest quality control results and performance for over 24 years. CW envisions no problems in performing the financial audits and meeting all deadlines. Nearly 100% of our revenues are derived from school district and related organization audits.

## **FIRM LICENSE, AFFILIATIONS AND ASSOCIATIONS**

Christy White, Inc. (CW), a professional corporation, is a California CPA firm with offices located in San Diego, Los Angeles and the San Francisco Bay Area. CW is licensed with the State Board of Accountancy as a professional accountancy firm and is a certified small business and woman-majority owned firm. Christy White, CPA will lead the proposed auditing services accompanied as well with well-trained auditors.

CW is a member of the Private Companies Practice Section (PCPS) and Government Quality Control Center (GQCC) of the American Institute of CPAs, which requires an independent peer review every three years. Christy White, Inc. is licensed with the California State Board of Accountancy. We are members of the American Institute of CPAs (AICPA) and the California Society of CPAs.

In addition, we are association members with the California Association of School Business Officials, the California Charter School Association, and the Government Financial Officers' Association.

My partners and I have a great deal of interest and commitment to providing excellent auditing services to the Program. You can expect that I would personally be overseeing the audits of your district, assisted by Executive Senior Director, Valerie Shaw. You will find that the level of partner and manager time afforded by CW is unmatched by other audit firms. Accompanying me and Mrs. Shaw on the audit will be Audit Supervisor, Jean Truong, CPA; and experienced staff.

CW is committed to meeting all requirements and timelines for the successful completion of the engagement. We accept all the terms and conditions of the Program's Contract and insurance requirements. Upon concluding the contract terms, CW will hold a pre-audit meeting and set forth specific work plans and due dates for each major audit area. Regular progress meetings will be held and any issues will be resolved timely and before the release of the final reports.

It is understood that the Program reserves the right to reject this proposal and that this proposal will remain open and not be withdrawn for a period of sixty days after the date scheduled for submission of proposals.

After reading through our proposal, if you have any questions, please feel free to contact me at 619-270-8222. I would be happy to meet with the Audit and Finance Committee and/or the Governing Board.

Sincerely,



Christy White Brook, CPA, CFE  
President



## ORGANIZATION

**Mission:** Christy White, Inc.' promise to our clients is a worthwhile business relationship with responsive, trustworthy advisors and timely delivery of quality assurance, accounting, and consulting services.

**Values:** To carry out our Mission of providing high quality customer care with professional integrity, Christy White, Inc. follows these guiding principles:

- Provide clients with timely response and cost-conscious service
- Preserve integrity via highly skilled, well-trained staff and a commitment to the ethical practices and standards of our profession
- Deliver unparalleled quality by focusing on the client need

### REGIONAL FIRM

CW is a regional firm, incorporated in California, licensed with the State Board of Accountancy as a professional accountancy firm and is a certified woman-majority owned firm and a small business enterprise.

### OFFICE LOCATIONS

We serve clients throughout California from our three office locations due to our specialization in governmental auditing, including Single Audits.



#### Service Areas

- Northern California
- Central Valley
- Bay Area & Central Coast
- Southern California
- Los Angeles County

#### Corporate

#### Headquarters

348 Olive Street  
San Diego, CA 92103  
T: 619-270-8222  
F: 619-260-9085

Valerie Shaw, Executive Senior Director, will be your lead auditor ([vmshaw@christywhite.com](mailto:vmshaw@christywhite.com)).

## ORGANIZATION (CONTINUED)

### FIRM ORGANIZATION & SIZE

#### AUDIT MANAGEMENT TEAM

- Audit Partners
- Audit Director/Managers

#### AUDIT IN-CHARGE

- Supervisors
- Seniors

#### AUDIT STAFF

- Staff Accountant II
- Staff Accountant I

#### ADMINISTRATIVE SUPPORT

### RANGE OF ACTIVITIES

Christy White, Inc. (CW) was established in 2010, having previously operated for 10 years as the San Diego Office of the former firm of Nigro Nigro & White, PC. CW has a blend of audit and consulting experience, and with Christy White's abundance of consulting know-how from past audit experience, makes CW's experience hard to match. CW has 35 auditors, and administrative support. CW anticipates adding more auditors as our practice continues to grow. We are proud to offer our services to all public agencies.

The management and staff of Christy White, Inc. (CW) all have a solid foundation in governmental finance including years of experience in governmental agency audits, hands-on business management, and consulting assignments with governmental agencies across California. It is the technical strength of our managers and their direct personal involvement in all aspects of the engagement that sets CW apart from other CPA firms.

CW specializes in local government audits and we are listed in the California State Controller's Office CPA Directory. Our audit clients range in size from very large governmental agencies (including San Francisco Unified, Garden Grove Unified, and Hayward Unified ) to mid-size and small entities, such as College and Career Advantage ROP.

## ORGANIZATION (CONTINUED)

### DESCRIPTION OF SIMILAR JPA AUDIT ENGAGEMENTS

CW is currently auditing twenty-one JPA's, including four ROP JPAs. Below is a sampling and description of similar JPA audit engagements:

#### Coastline ROP

Coastline ROP serves five school districts in the Orange County area. The ROP has over \$10M in assets and \$10M in revenues, including state funding. The ROP participates in CalPERS and STRS and has other post-employment benefits.

#### Baldy View ROP

Baldy View ROP serves four school districts in the San Bernardino County area. The ROP has over \$28M in assets and \$18M in revenues, including federal and state funding. The ROP participates in CalPERS and STRS and has other post-employment benefits.

#### College and Career Advantage

College and Career Advantage is a Career Technical Education Program that serves two school districts in the Orange County area. The Program has over \$10M in assets and \$16M in revenues, including state funding. The Program participates in CalPERS and STRS and has other post-employment benefits.

#### San Gabriel Valley ROP

San Gabriel Valley ROP serves six school districts in the Los Angeles County area. The Program has over \$11M in assets and \$11M in revenues, including state funding. The Program participates in CalPERS and STRS and has other post-employment benefits.

#### San Diego County Schools Fringe Benefits Consortium

The JPA has \$36M in assets and pays out \$51M annually in claims for self-insurance services. These services include health and welfare, dental services, vision services, long-term care, and life insurance. Like Southern California Community College District, this JPA is part of the member district's risk management structure and pay claims for the districts' self-insurance portions.

#### Alameda County Schools Insurance Group

The JPA has \$70M in assets and pays out \$130M annually in claims for self-insurance services. These services include property and liability, dental services, vision services, and workers compensation. Like Southern California Community College District, this JPA is part of the member district's risk management structure and pay claims for the districts' self-insurance portions.

#### San Joaquin County Schools Property and Liability Insurance Group

The JPA has \$2M in assets and pays out \$3M annually in claims for self-insurance services. These services include property and liability. Like Southern California Community College District, this JPA is part of the member district's risk management structure and pay claims for the districts' self-insurance portions.

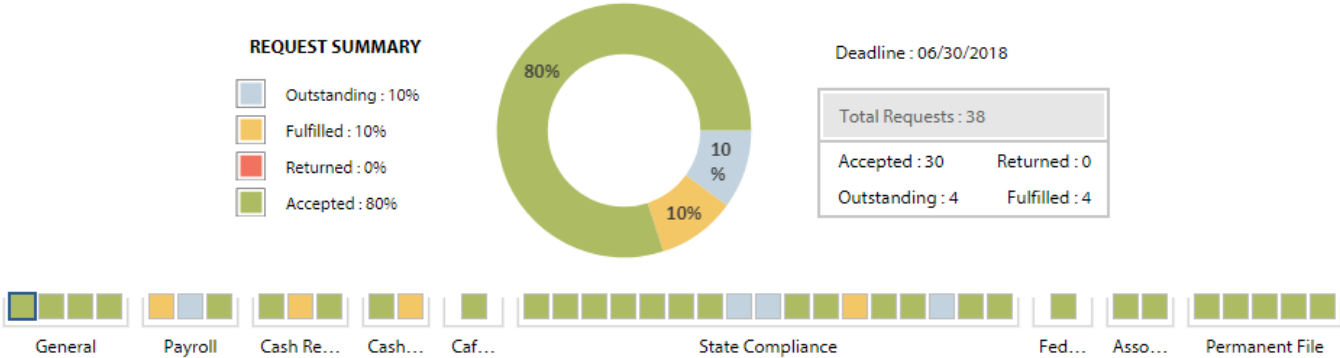
## ORGANIZATION (CONTINUED)

### COMPUTERIZED SYSTEMS: INFORMATION TECHNOLOGY AUDITS AND SOFTWARE EXPERIENCE

All of CW's partners and staff have experience in computerized financial systems. As part of every audit, CW evaluates the internal controls over key financial cycles and includes computer control procedures. We work with clients on conversion issues and have worked on a variety of systems, including using the reports from the Tulare County Office of Education system.

CW has also consistently recommended "paperless" or near paperless systems with appropriate operating controls (e.g. password protection, edit checks and supervision). As an example, for Stanislaus County Office of Education we helped the county select online purchase order processing software that is linked to the budget, finance and accounts payable systems.

The audit software we use is ProSystems FX, a paperless audit software that all audit staff are trained on and use for each engagement. We utilize Active Data software for forensic data analysis on each major engagement. In addition, we have a secure portal software for client use only.



**PROPOSAL FOR INDEPENDENT AUDIT FOR  
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

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**ORGANIZATION (CONTINUED)**

**CW's AUDIT EXPERIENCE**

CW specializes in governmental auditing devoting nearly 100% of our practice to Local Education Program auditing and consulting. Firm President and founder of CW, Christy White has over 37 years of school district audit experience garnered from public accounting practice and as a Senior Director at School Services of California for 7 years. Partners Michael Ash and Heather Rubio each have over 17 years of governmental audit experience. And Executive Senior Director, Valerie Shaw has over 24 years of school district audit experience. In addition, Partner Michael Ash worked with a national CPA firm prior to CW and internal audit for an international company. Our staff receives a minimum of 80 hours of continuing education annually specifically geared towards school district auditing.

Here is a sampling of our current LEA audit clients. Many of these LEAs have been our client for over twelve years:

|  |  |  |
|--|--|--|
| Acton-Agua Dulce Unified School District     | Glenn County Office Of Education               | Point Arena Schools District                           |
| Alameda Unified School District              | Gold Trail Union School District               | Poway Unified School District                          |
| Alhambra Unified School District             | Grossmont Union High School District           | Princeton Joint Unified School District                |
| Anaheim City School District                 | Gustine Unified School District                | Redondo Beach Unified School District                  |
| Baldwin Park Unified School District         | Hamilton Unified School District               | San Antonio Unified School District                    |
| Banta Elementary School District             | Jamul-Dulzura Union Elementary School District | San Ardo Union School District                         |
| Barstow Unified School District              | John Swett Unified School District             | San Diego Unified School District                      |
| Bradley Union Elementary School District     | Knightsen School District                      | San Joaquin County Office Of Education                 |
| Buena Park Elementary School District        | La Mesa-Spring Valley School District          | San Marcos Unified School District                     |
| Byron Union School District                  | Lafayette School District                      | San Pasqual Union School District                      |
| Capay Joint Union Elementary School District | Lake County Office Of Education                | Santa Maria Joint Union High School District           |
| Cold Spring School District                  | Lake Elementary School District                | Santa Monica-Malibu Unified District                   |
| Compton Unified School District              | Lancaster School District                      | Saratoga Union School District                         |
| Contra Costa County Office Of Education      | Laytonville Unified School District            | Solana Beach School District                           |
| Coronado Unified School District             | Lennox Elementary School District              | South Monterey County Joint Union High School District |
| Culver City Unified School District          | Magnolia School District                       | South Pasadena Unified School District                 |
| East Whittier City School District           | Magnolia Union Elementary School District      | South San Francisco Unified School District            |
| El Monte Union High School District          | Manchester Union Elementary                    | Stony Creek Joint Unified School District              |
| El Segundo Unified School District           | Mendocino County Office Of Education           | Tulare County Office Of Education                      |
| Elkins Elementary School District            | New Hope Elementary School District            | Waterford Unified School District                      |
| Encinitas Union Elementary School District   | Oak Park Unified School District               | William S. Hart Union High School District             |
| Escondido Union High School District         | Oceanside Unified School District              | Willits Unified School District                        |
| Flournoy Union Elementary School District    | Orland Unified School District                 | Willows Unified School District                        |
| Garden Grove Unified School District         | Pittsburg Unified School District              | Wisburn School District                                |
| Glendora Unified School District             | Plaza School District                          |  |

**ABILITY TO COMPLETE WORK ON TIME AND STAFF CONTINUITY**

CW believes that staff continuity year to year is important to maximize our understanding of your operations and minimize the impact of the audit on your staff's workload. Unless the client specifically requests a staffing change, we will ensure that each year the audit will be staffed with returning auditors, to the extent possible. CW has experienced a low turnover rate which we believe is due in part to our competitive compensation package and the opportunities for advancement afforded by a growing CPA firm.

CW does not subcontract. All of our staff are either CPAs or CPA candidates. We also have a Certified Fraud Examiner on staff, should the need arise

## PERSONNEL

### SCHOOL DISTRICT AUDIT EXPERIENCE OF PERSONNEL

The firm partners and staff of Christy White, Inc. bring an extensive background of audit and consulting experience to CW clients. We have audited local educational agencies throughout California and are familiar with the unique issues relative to school finance, in particular: budgetary constraints, construction accounting, new state program issues, attendance accounting, state funding models and cash flow management. We are familiar with the various organizational structures of local educational agencies, from small and large K-12 districts, community school districts and county offices of education. We are also highly experienced in auditing computerized systems and other uses of technology. The brief biographies below are followed by detailed resumes in the attachments section.



**President, Christy White, CPA** has served hundreds of school districts and charter schools as an auditor, school finance consultant, professional author and trainer.

*“Auditing isn’t just about verifying the accuracy of the books, it’s about understanding my client’s educational organization and providing added value service. With great pleasure, I have traveled throughout California and work side-by-side with school business leaders for over 30 years. I love listening and collaborating with my clients on workable solutions to their challenges.”*

Christy provides audit and financial consulting in areas of organizational structure, internal controls, school district reorganization, attendance accounting, forensic and fraud audits; in addition to developing and conducting six workshop series throughout the State. Christy received a Best Volunteer Trainer award from the California Society of CPA’s Education Foundation. When not on the audit trail or flying off on a consulting engagement, Christy enjoys time with her husband, daughter, and their very large poodle, Oliver. She loves to travel, music, live theatre; and, youth-oriented community service projects through the Rotary Club of San Diego.



**Executive Senior Director, Valerie McMasters-Shaw** has spent the past 24 years working as a school district auditor, trainer, and consultant.

*“I come from a family of educators and financial professionals. Working in school finance comes naturally to me. I care deeply about my clients and ensuring they have their audit needs met is my top priority. I have truly enjoyed dedicating my career working with school finance professionals.”*

In addition to providing audit and financial consulting services for many of our Southern California school districts, Valerie leads the firm’s template development team, works extensively with the firm’s quality control department, and provides hands-on training for Christy White personnel, as well as, school district personnel. Valerie also teaches annually with the ACSA School Business Academy. In her spare time, Valerie enjoys spending time with her husband and their dog, Kingston, and you can often find them vacationing along the gorgeous California coast.

## PERSONNEL (CONTINUED)

### SCHOOL DISTRICT AUDIT EXPERIENCE OF PERSONNEL, (CONTINUED)



**Supervisor, Jean Truong, CPA** has served school districts and charter schools of various sizes as a senior auditor. Jean provides audit services regarding internal controls, attendance accounting, state compliance, and financial statement preparation to Christy White clients locating from Orange County to the north of Sacramento. Jean is known for her positive outlook and great attention to detail.

“I have always believed, and I still believe that whatever good or bad fortune may come our way, we can always give it meaning and transform it into something of value.”  
— Hermann Hesse

When not working on an audit, she enjoys knitting, cooking at home, or strength-building. Otherwise, she spends as much time as she can with her friends, family, and a cat who’s constantly yelling for food.



**Staff Accountant, Anna Barry** is a recent college graduate who graduated in June 2022 from University of California, San Diego with a Bachelor’s Degree in Economics. Since then, she has been pursuing her Associate’s Degree in Business and Accounting with a goal of completing her CPA. Anna has a love for numbers and interned at Northwestern Mutual in San Diego while in college. Anna has lived in 3 countries and enjoys international travel as much as exploring states in the United States. In her free time, she loves attending boxing classes and trying out new restaurants.

### STAFF TRAINING PROGRAMS

CW’s program of staff development includes two full weeks of focused in-house training in the audit of school districts. We also provide opportunities to staff to attend professional training provided by outside providers, such as School Services of California, the California Society of CPAs and CASBO. A sampling of training programs our staff have attended within the last year include:

| Sampling of Training Courses Taken by Staff Within the Past Year  | Training Provider Organization   |
|---|--|
| <ul style="list-style-type: none"> <li>• Annual Government Finance Officers Conference</li> <li>• Annual CASBO Conference</li> <li>• January, May and Summer Budget Conferences</li> <li>• School District Conference</li> <li>• Fraud Auditing</li> <li>• Charter School Fiscal Management</li> <li>• Attendance and ASB Accounting</li> </ul> | <ul style="list-style-type: none"> <li>• Governmental Finance Officers Association</li> <li>• CASBO</li> <li>• School Services of California, Inc.</li> <li>• California Society of CPAs</li> <li>• Association of Certified Fraud Examiners</li> <li>• Fiscal Crisis Management &amp; Assistance Team (FCMAT)</li> <li>• CASBO</li> </ul> |

**PROPOSAL FOR INDEPENDENT AUDIT FOR  
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

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**CHRISTY WHITE, CPA**

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**Audit and Review Services**

Ms. White has twenty four years of audit experience (in addition to 7 years consulting with LEAs) starting in 1986 with Coopers & Lybrand, an international CPA firm, progressing to Audit Manager at Matson & Isom, a regional Northern California firm and now as CW's audit partner in San Diego. Ms. White has worked on over 250 school agency audits plus many governmental audits of cities, special districts, and the Public Employment Retirement Service (PERS). The types of audits include:

- Financial statement audits
- Compliance and A-133 audits
- Special audits, including attendance
- Internal control and data processing reviews
- Fraud audits

**Management Consulting Services**

Leading the consulting department at School Services of California, Inc. for seven years, Ms. White worked with K-12 agencies in areas of:

- Budget development and planning
- Enrollment projections
- Efficiency/ organizational studies
- Interim business support services
- Unification feasibility studies
- Multi-Year financial projections
- Fiscal support for negotiations
- Salary, benefit and FTE surveys
- Auditing and control analyses
- AB 1200 fiscal reviews

**Workshops and Conferences**

Ms. White authored and conducted 6 workshops statewide for School Services of California:

- Attendance accounting
- School district organization
- Fiscal training for site administrators
- State audits
- Budget development
- Categorical program management

Currently, Ms. White presents annually *Governmental Accounting* for CASBO, *ASB Accounting* for the Clovis County Office of Education and *Boot Camp Training (School District Conference)* for the California Society of CPAs. Ms. White was the recipient of the *2006 Award for Outstanding Conference Volunteer* presented by the California Society of CPAs Educational Foundation.

The State's Fiscal Crisis and Management Assistance Team (FCMAT) sponsored many of these workshops. Ms. White also provides in-service training to her LEA clients as an additional service.

**Continuing Education and Professional Associations**

In addition to providing continuing education to other CPAs in the area of governmental audit and accounting, Ms. White annually attends (as a member) school finance conferences, programs conducted by the California Society of CPAs and conferences of the California Association of School Business Officials (CASBO). CW also conducts several days of school district audit in-service to our staff.

**Education**

Ms. White is a graduate of California State University, Chico. She earned her Bachelor's Degree in Business Administration with a concentration in Accounting in 1985 and became a CPA in 1988.



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## VALERIE MCMASTERS-SHAW

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### ***Executive Senior Director***

#### **Audit and Review Services**

Valerie McMasters-Shaw has twenty-four years of governmental audit and nonprofit accounting experience, starting with Vavrinek, Trine & Day, and continuing now as Executive Senior Director with CWA. She has also worked with districts to help implement GASB Statements as well as performed consulting services to assist school districts in the closing of their financial records. Ms. McMasters-Shaw has worked extensively with school districts to train and implement attendance and student body accounting systems. Over her years of experience, she has been engaged to conduct many fraud investigations and audits. She has been involved in many types of audits including:

- School district financial statement audits
- Proposition 39 bond audits
- Compliance and OMB audits
- Charter school audits
- Joint powers authorities audits
- Non-profit audits
- Commercial audits
- Fraud audits

#### **In-House Research & Development**

In addition to her audit work, Ms. McMasters-Shaw works very closely with our firm's quality control department conducting reviews of audit workpapers and reports. She also leads the workpaper development team to create workpapers for use throughout all audits and oversees the semi-annual in-house training sessions. Finally, she is heavily involved in our requirement and interviews efforts to hire the quality staff you enjoy on your audit engagements.

#### **Education**

Ms. McMasters-Shaw attended the California State Polytechnic University, Pomona's College of Business Administration, Accounting Program.

#### **Continuing Education and Associations**

Ms. McMasters-Shaw regularly attends governmental and not-for-profit accounting and auditing conferences. She is a participant in CWA's in-house training sessions for audit staff members. Ms. McMasters-Shaw has also presented at the Association of California School Administrators' School Business Academy.

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**JEAN TRUONG, CPA**

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***Supervisor***

**Audit Experience:**

Jean is a supervisor at Christy White Associates in San Diego. She has experience working with various governmental entities with a main emphasis in local education agencies. She is well versed in California State Compliance, Federal Compliance, payroll, attendance, and various other areas. She has knowledge of California Education Code, Single Audit Compliance, and Generally Accepted Accounting Principles and Auditing Standards. Jean Truong has been engaged on several types of audits including but not limited to:

- Financial Statement Audits
- Compliance and Single Audits
- Special Audits
- Bond Audits
- Not-For-Profit Audits

has worked on a variety of clients including: County Offices of Education, School Districts, Joint Powers Authority, and Non-Profit organizations.

**Education**

Jean is a graduate of University of California, Irvine where she earned a Bachelor of Science Degree in Informatics with an emphasis in Organizations and Information Technology and a minor in Accounting.

**Continuing Education and Associations**

Jean is a member of the California Society of CPAs as well as a participant and presenter in Christy White Associates' in-house training sessions for audit staff members.

## ANNA BARRY

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### ***Staff Accountant***

#### **Audit Experience:**

Staff Accountant Anna Barry began her auditing career at Christy White Associates in early 2023. She comes with experience in financial planning and reporting.

#### **Continuing Education and Associations**

Ms. Barry is currently finishing up her Associate's Degrees in Accounting and Business. She is actively working towards earning her CPA License and hopes to return one day to school for her MBA.

#### **Education**

Ms. Barry is a graduate of University of California, San Diego where she earned a Bachelor's Degree in Economics. She took on various leadership positions on campus such as president of a traveler's club. Having just graduated college and building her career working with schools, Anna believes that "education the most powerful weapon which you can use to change the world."

## CW'S METHODOLOGY

### SCOPE OF THE AUDITS

The scope of auditing services provided includes the annual financial statements of the Program for the **fiscal years ending June 30, 2025, through June 30, 2027, with optional renewal periods through June 30, 2029**. The financial audit includes all funds of the Program.

### PURPOSE OF THE EXAMINATIONS

The purpose of the examination is to render the following opinions and reports:

- Auditor's Opinion on the Basic Financial Statements
- Auditor's Report on Internal Controls over Financial Reporting and Compliance and Other Matters
- Supplementary Information
- Current Year Findings and Recommendations
- Status Report on Prior-Year's Findings and Recommendations

### MANAGEMENT LETTERS

CW also believes the purpose of a quality audit is to provide management with feedback on the effectiveness of the internal control structure, comment on observed good fiscal practices and recommend items to enhance the overall effectiveness and efficiency of the organization as a whole. CW works closely with our client's management at the beginning, during and the end of the audit to ensure all areas are appropriately addressed and findings are communicated early on. We will issue our final management letter after thoroughly discussing each finding with management and incorporating the district's response in the letter. The findings will be compiled in accordance with *Government Auditing Standards* and standards established by the State Controller's Office.

CW believes the key to a good audit is efficiency. This ensures that the audit is thorough without performing unnecessary procedures. By following the professional standards prescribed by Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards, we are certain that we are meeting our own professional standards for the industry.

The partners/managers of CW have experienced the audit from both sides of the desk. It is this unique perspective that provides our partners with the experience to recognize important audit issues. The partner's viewpoint is also tempered with appropriate sensitivity to our clients' particular situations.

Our partners are committed to maintaining an active role in all aspects of the audit. We understand how frustrating it can be to deal with someone that doesn't understand your business and will take every measure to prevent that from occurring.

Our staff is highly trained to understand your unique business, and they are instructed to consult with the partners on all aspects of the audit. We believe in a consistent approach to the audit, so we try as much as possible to keep an auditing team together. The team includes two partners, a manager and supervisor, as well as senior and junior staff. Your audit team will have a thorough understanding of the Program's individual needs.

## **CW'S METHODOLOGY (CONTINUED)**

### **AUDITOR'S RESPONSIBILITY FOR THE DETECTION OF FRAUD**

CW plans audit procedures to ensure that the financial statements and compliance areas are materially free of errors and irregularities (i.e., fraud). In doing this, we consider the audit risk of each significant transaction and group of transactions and design tests to ensure the transactions are free of material errors and irregularities. Our procedures are designed in accordance with the clarified Statements on Auditing Standards (SAS).

If fraud is suspected or detected in the preparation of financial statements or the misappropriation of assets, CW is experienced to bring the matter to the attention of the appropriate level in the organization to ensure it is addressed expediently and that further instances are prevented from occurring as quickly as possible. Each of the firm's partners who will be conducting most of the work proposed for the Program has dealt with issues related to fraud as discovered by the audit and by clients through other means. In addition, CW has Certified Fraud Examiners on staff that can provide forensic audit services.

### **DOCUMENTATION OF INTERNAL CONTROL STRUCTURES**

CW believes that an effective and efficient system of internal controls is critical to safeguard district assets, ensure transactions are properly approved and recorded, and maintain compliance with federal and state laws and regulations. Our audit approach starts with a thorough examination on the internal control structure over cycles.

### **LEVEL AND NATURE OF SUPPORT REQUIRED**

We would also ask that the accounting staff be generally available to answer questions and pull sampled documents throughout the course of the audit. However, we are paperless and have a client portal for ease of document transmission.

### **TIME REQUIREMENTS**

The following is an estimate of the audit work to be conducted each month. The final schedule would be arranged based on the planning meeting that CW holds with the Chief Business Official.

| <b>Month</b>            | <b>Proposed Work</b>                                       | <b>Percentage of Work Done</b> |
|-------------------------|--|--------------------------------|
| September-October       | Year-end fieldwork, depending on when the books are closed | 85%                            |
| October – November 20th | Reports drafted, reviewed and finalized                    | 14%                            |
| November - December     | Board presentation   | 1%                             |
| <b>Total</b>            |  | <b>100%</b>                    |

## **CW'S METHODOLOGY (CONTINUED)**

### **CW'S QUALITY CONTROL SYSTEM**

CW has received the highest level of assurance from our peer reviewer which is "Pass." Our quality control systems include policies and procedures on areas such as, leadership, ethical requirements, acceptable of new clients, personnel management, engagement performance, monitoring and communication. We actively monitor compliance with our quality control document through timely review of workpapers, training on new standards, consultation on complex areas and sound human resources practices.

### **CW'S RECRUITMENT PROGRAM**

CW actively recruits CPA qualified candidates from our local universities. We participate in on campus interviews, invite the best candidates to tour our offices and meet with our partners and staff. Our hiring process includes a requirement to pass an accounting and auditing test in addition to the oral interview process. We also recruit experienced staff through promotion of our firm and invitations to apply for open positions.

### **CW'S BUDGETING PRACTICES AND OVERRUN POLICY**

CW is the second largest firm in California conducting school district audits. Our firm partners and managers have years of school district audit experience. We believe our proposed hours and budget are reasonable and achievable. We do not bill for "extras" or failure on our part to budget properly. The only time a fee change might be made is if the client significantly changes the scope of the engagement, there are new or complex state/federal requirements or the client is unable to reasonably provide agreed upon information in a timely manner. These types of events rarely happen from our experience. Should an amendment on fees be required, we would meet first with the district to discuss the issues and agree upon a new fee based on a mutual understanding and prior to incurring the added costs.

## CONFLICT OF INTEREST

CWA does not have a current business relationship with any of the districts served by the Program, as an independent auditor. We do not believe that may have an impact upon the outcome of the audit.

## REFERENCES

Listed below our four of our JPA references.

**College & Career Advantage**

33122 Valle Road  
San Juan Capistrano, CA 92675  
Years serviced: 2

**Melanie Inskip**

Accountant  
[MEINSKEEP@capousd.org](mailto:MEINSKEEP@capousd.org)  
(949) 234-9464

**Baldy View Regional Occupational Program**

1501 S. Bon View Avenue  
Ontario, CA 91761  
Years serviced: 3

**David Suarez**

Director of Business Services  
[david\\_suarez@bvrop.org](mailto:david_suarez@bvrop.org)  
(909) 947-3400 Ext. 1224

**Coastline Regional Occupational Program**

1001 Presidio Square  
Costa Mesa, CA 92626  
Years serviced: 2

**Dr. Brian K. Dozer**

Superintendent  
[bdozer@coastlinerop.org](mailto:bdozer@coastlinerop.org)  
(714) 979-1955

**San Gabriel Valley ROP**

1134 South Barranca Ave.  
Glendora, CA 91740  
Years serviced: 1

**Maura Murabito**

Ed.D., Superintendent  
[mmurabito@esgvrop.org](mailto:mmurabito@esgvrop.org)  
(626) 472-5121

**PROPOSAL FOR INDEPENDENT AUDIT FOR  
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

## COSTS

### Fixed Fee and Free Advisory Services

The proposed fees are fixed for the scope described and are on a “not to exceed” basis as follows. Our maximum fees show below are all-inclusive of all costs, including essential travel. We do not bill for advisory services that are related to the audit or an application of accounting standards. We encourage our clients to contact us at any time year-round for free advice on general finance and accounting issues.

### Billing

After each major work segment, we bill for the work completed.

### Christy White, Inc.’s Proposed Audit Fees

Eden Area Regional Occupational Program  
Annual District Audit - Proposed Fees

| <u>Classification</u>    | <b>2023-24</b><br><u>Billing Rates</u> | <u>Estimated Hours</u> | <u>2024-25</u>   | <u>2025-26</u>   | <u>2026-27</u>   |
|--------------------------|--|------------------------|------------------|------------------|------------------|
| Partner                  | \$ 295                                 | 10                     | \$ 2,950         | \$ 3,100         | \$ 3,253         |
| Director/Manager         | \$ 225                                 | 40                     | 9,000            | 9,450            | 9,923            |
| Supervisor               | \$ 190                                 | 40                     | 7,600            | 7,980            | 8,379            |
| Staff                    | \$ 130                                 | 40                     | 5,200            | 5,460            | 5,733            |
| Clerical Assistant       | \$ 90                                  | 10                     | 900              | 945              | 992              |
| <b><i>ROP Total*</i></b> |  | <b>140</b>             | <b>\$ 25,650</b> | <b>\$ 26,935</b> | <b>\$ 28,280</b> |

\* Includes all expenses

We agree to perform the audit specified at a total cost not to exceed in the chart above.



## ASSURANCES

Christy White, Inc. certifies that we are properly licensed, Certified Public Accountants before entering contract and for the duration of the contract.

Christy White, Inc. certifies that we meet the independence standard of the most recent edition of the GAO Government Auditing Standards.

Christy White, Inc. understands that the primary purpose of the audit as specified herein is to express an opinion on the financial statements that such an audit is subject to the inherent risk that errors or fraud may not be detected. If conditions are discovered which lead to the belief that material errors or fraud may exist, or if any other circumstances are encountered that require extended services, Christy White, Inc. will promptly advise the Program. No extended services will be performed unless they are authorized by the Program and the agreement covering the work to be done has been amended to reflect such extended services.

Christy White, Inc. certifies that in accordance with auditing standards and other applicable guidelines and regulations, we will select necessary procedures to test compliance and to disclose noncompliance with specified laws, regulations and contracts.



Christy White Brook, CPA, CFE  
President  
Christy White, Inc.

February 23, 2024

Date



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## APPENDICES

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**QUALITY CONTROL PEER REVIEW OPINION**

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# Grant Bennett Associates

A PROFESSIONAL CORPORATION

## Report on the Firm's System of Quality Control

February 26, 2021

To Christy White Associates, Inc. and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Christy White Associates, Inc. (the firm) in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Christy White Associates, Inc. in effect for the year ended December 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Christy White Associates, Inc. has received a peer review rating of *pass*.



GRANT BENNETT ASSOCIATES  
A PROFESSIONAL CORPORATION  
Certified Public Accountants



[www.gbacpa.com](http://www.gbacpa.com)

1375 Exposition Boulevard, Suite 230  
Sacramento, CA 95815  
916/922-5109 FAX 916/641-5200

P.O. Box 223096  
Princeville, HI 96722  
888/769-7323



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## INSURANCE CERTIFICATES

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**CAMICO MUTUAL INSURANCE COMPANY  
DECLARATIONS**

**ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE POLICY**

Policy Number: CAL108463-13

Effective Date: 8/1/2023 at 12:01 A.M. Standard time at the address shown below  
 Expiration Date: 8/1/2024 at 12:01 A.M. Standard time at the address shown below  
 Retroactive Date: 8/1/2010

Item 1 - *Named Insured*: Christy White Associates

Item 2 - *Business Address*: 348 Olive St  
San Diego, CA 92103

Item 3 - *Limits of Liability*: \$1,000,000 *Per Claim*  
\$3,000,000 *Policy Aggregate*

Item 4 - *Deductibles*: \$10,000 *Per Claim Deductible*

Item 5 - *Total Premium*: \$48,441.00

Item 6 - The policy consists of this Declarations page, and the following policy forms and endorsements:

|                |       |  |
|----------------|-------|--|
| PL-1000-A      | 07/14 | Accountants Professional Liability Insurance Policy              |
| PL-2001-A (CA) | 11/21 | State Endorsement - California                                   |
| PL-1007-A      | 07/14 | Exclusion - Claims Following Insured's Suit for Fees             |
| PL-1034-A      | 07/14 | Excluded Entities  |
| PL-1049-A      | 07/14 | Privacy and Client Network Damage Endorsement                    |
| PL-1056-A      | 06/16 | Multiple Claims and Related Acts, Errors and Omissions Amendment |
| PL-1059-A      | 11/21 | CyberCPA Endorsement   |
| PL-1060-A      | 11/21 | Sanctions Limitation and Exclusion                               |

**PLEASE READ THESE DECLARATIONS, THE POLICY AND ENDORSEMENTS CAREFULLY.**

**CAMICO Mutual Insurance Company**

\_\_\_\_\_  
Authorized Representative









July 10, 2024

Governing Board and Management  
Eden Area ROP  
26316 Hesperian Boulevard  
Hayward, California 94545

We are pleased to confirm our understanding of the services we are to provide Eden Area ROP for the fiscal years ending June 30, 2025, 2026, and 2027, with the option to renew for fiscal years ending June 30, 2028, and 2029.

### **Audit Scope**

We will audit the financial statements and related notes to the financial statements of Eden Area ROP as of and for the fiscal years ending June 30, 2025, 2026, 2027, 2028 (optional), and 2029 (optional). Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Eden Area ROP's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Eden Area ROP's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion & Analysis
2. Budgetary Comparison Schedule
3. Schedule of Changes in OPEB Liability and Related Ratios
4. Schedules of Program's Proportionate Share of Net Pension Liability
5. Schedules of Program Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Eden Area ROP's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Schedule of Financial Trends and Analysis
2. Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
3. Local Education Agency Organization Structure

## **Audit Objectives**

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- An opinion (or disclaimer of opinion) on the Program's compliance with the types of compliance requirements described in the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810.

## **Auditor's Responsibilities**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* and will include tests of accounting records, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention.

We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the school district's ability to continue as a going concern for a reasonable period of time.

### **Audit Procedures – Internal Controls**

We will obtain an understanding of the Program and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Eden Area ROP's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of Eden Area ROP in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Reporting**

We will issue written reports upon completion of our audit. Our reports will be addressed to the Governing Board of Eden Area ROP. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will state that the report is not suitable for any other purpose.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Christy White, Inc, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

### **Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide an electronic and up to ten copies of our reports; however, management is responsible for distribution of the reports and the financial statements. We will file the report with the Office of the State Controller, California Department of Education, and the County Office of Education by the published deadline. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

By your signature below, you acknowledge the audit documentation for this engagement is the property of Christy White, Inc and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Controller or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White, Inc personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Office of the State Controller. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Christy White, Inc does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Christy White, Inc does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

We expect to begin our audit as soon as possible and to issue our reports by the published deadline. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

|                   | <u>2024-25</u> | <u>2025-26</u> | <u>2026-27</u> | <i>optional</i><br><u>2027-28</u> | <i>optional</i><br><u>2028-29</u> |
|-------------------|----------------|----------------|----------------|-----------------------------------|-----------------------------------|
| Annual Audit Fees | \$ 25,650      | \$ 26,935      | \$ 28,280      | \$ 29,695                         | \$ 31,180                         |

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in Program audit requirements as stated in *Government Auditing Standards* or the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, or (2) any changes in the number of funds or accounts maintained by the Eden Area ROP during the period under this agreement, shall be in addition to the above maximum fee.

Our invoices for these fees will be rendered upon completion of the draft audit report. Our invoices for these fees will be rendered upon completion of fieldwork as follows: 25% of contract upon completion of site testing and/or planning, 25% of contract upon completion of interim testing and 50% of contract upon completion of year end fieldwork and are payable on presentation. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2025, and is subject to extension for up to four additional fiscal years, if agreeable to the auditors and the Program. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2029 may be secured on a year-by-year basis, subject to the agreement of the Program and the auditor.

Professional standards require us to be independent with respect to the company. Any discussions with our personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform the engagement partner before having any such discussions.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White, Inc has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.

We appreciate the opportunity to be of service to the Eden Area ROP and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Christy White Brook, CPA, CFE  
President  
Christy White, Inc

RESPONSE:

This letter correctly sets forth the understanding of Eden Area ROP.

|   |   |                             |
|---|---|-----------------------------|
| <br>_____<br>Signature | Fiscal Services Administrator<br>_____<br>Title | 08/08/2024<br>_____<br>Date |
|---|---|-----------------------------|





**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with Courtlandt Butts, Life Guardian Worldwide for Administrative Team Equity Work Coaching for the 2024-2025 School Year

## **BACKGROUND**

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The Eden Area ROP is committed to creating an environment that is supportive to our students of color and eliminating any barriers to their success based on race. As part of this effort, the Administrative Team contracted with Life Guardian Worldwide (LGW) to deepen our ability to navigate Equity Work as a high-functioning team dedicated to the Eden Area ROP Core Values. The team will work with LGW Founder, Courtlandt Butts, to create a shared action plan that examines issues such as implicit bias, institutional racism and white privilege. Mr. Butts is a highly sought after consultant that was part of the pioneering work of Courageous Conversations.

## **CURRENT SITUATION**

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During the 2024-2025 school year, the Eden Area ROP will continue to build the capacity of the leadership team in developing an anti-racist, inclusive community. These efforts will be facilitated by Courtlandt Butts of LGW.

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the agreement with Courtlandt Butts, Life Guardian Worldwide for administrative team equity work coaching for the 2024-2025 school year.



## Equity Leadership Experience

Proposal to:  EdenAreaROP

17 JUN 2024

Courtlandt Butts, Founder

- *“The mission of the Eden Area Regional Occupational Program is to build a foundation for students that prepare them academically, technically, and professionally to meet challenging opportunities of the 21st Century with confidence and purpose.”*
- *“We believe in the Eden Area ROP. Equitable, Accessible, Restorative, Outcomes, Professional”.* (Source: <https://www.edenrop.org/>)

### Our Partnership

**Life Guardian Worldwide (LGW)** is excited about the synergy between our organizations and the potential to partner on taking another bold step together. Our aim is to support the efforts of the Eden Area ROP to guide their students in meeting the “challenging opportunities of the 21<sup>st</sup> Century.” We do so by taking a deeper dive into the core of our humanity, facilitating experiences that address the whole person, builds and sustains the school community trust and that challenges the ways in which some social systems disrupt the upper limits of our human potential. The intention is to build upon the training experiences already shared by the department, recognizing *Race-Work*, and other restorative training programs that represent some of the ways in which the organization continues to model its commitment to this noble profession and the student community it serves.

Should you embrace this challenge with your entire selves, with humility and deliberation, you can expect your organization to continue to sustain and evolve the socially just entity that is known for cultivating and dignifying the human spirit. Our framing, based on ancient indigenous knowledge, establishes a practice of: Knowing Thyself, Distinguishing Knowledge from Foolishness, and Building for Eternity. While intangible, these are practical competencies that are both real and attainable. In the “end” (in quotes here because consciousness is a never-ending journey), you will see yourself and others with a new clarity that will empower you to bring balance where there is chaos, justice where there is harm, and compassion without bounds.

### Scope of Work

The following is a proposed scope of work for our partnership based off the current ask of the Eden Area ROP. It is not comprehensive and is aimed to serve as an addition to the important work that has already been taken place in the Eden Area organization over the years. This proposal also considers the previous work done in partnership with *Race-Work* and counsel of the superintendent. Until reviewed, modified and approved by the superintendent, no part of this proposal is to be put into action by any of the partners. Any one of the proposed components can be adjusted, added or subtracted to fit the needs of the organization.



## Leadership Retreat

Advancing equity and working in new ways can be challenging, frustrating, and sometimes isolating. For Eden Area's top leaders to sustain their life's work, we recommend creating conditions of accountability and support. To do this, there are elements of a gathering that must take place for the realignment of vision, restorative practices between team members, and capacity building.

This proposal seeks to grant the request of 2 Leadership Retreat sessions on the following dates:

Session 1: August 6, 2024

Session 2: TBA

Topics to include but not limited to capacity building in the following areas:

- Mindfulness
- Adaptive Leadership
- Heart Intelligence
- Team Building

The superintendent will be walked through a "run of show" at an agreed upon time before each session to provide an opportunity to review, calibrate or update current needs.

**Mindfulness:** Participants will engage in the use of *The Art of Mindful Inquiry* a questioning technique developed by Lee Mun Wah to build one's own capacity to stay mindfully engaged in the interests of a partner's narrative without colluding, redefining or dismissing that partner's perspective. This process has the potential to validate the perspective of another while stretching one's ability to truly still themselves to hear the perspective of that listener.

**Adaptive Leadership:** Of the 9 principles of Adaptive Leadership as outlined by Ronald Heifetz and Marty Linsky, seeing oneself as part of the problem is critical to an organization's ability to meet the adaptive challenge. Here the principles will be reviewed and applied to take creative approaches to solve relevant current issues.

**Heart Intelligence:** According to the HeartMath Institute, the Heart has intelligence. It governs our lives in more ways than we realize. To quote, ...

- "Humans form an emotional brain long before a rational one, and a beating heart before either."
- "The heart has its own independent complex nervous system known as "the brain in the heart."

(source: <https://www.heartmath.org/articles-of-the-heart/the-math-of-heartmath/heart-intelligence/>)

Participants will engage in meditative centering practices that are intended to encourage to one to listen to their hearts and be guided by their true intuition. Too often, in the work of justice we are not in the practice of discerning divisive messages from systemic conditioning and the inner most part of ourselves where our own sacred knowledge lives.

**Team Building:** Participants will engage in various activities throughout the experience that are designed to allow them to know each other in a different way, build where their unique abilities contribute to team success and to practice holding each other in "Loving Accountability."



## Proposed Costs

|  | Activity notes                                |  |
|--|---|--|
| <b>Day Rate</b>  | In-Person Facilitation of agreed content      | <b>7500.00</b>   |
| <b>½ Day Rate</b>                                      |   | <b>4000.00</b>   |
| <b>Coaching Meeting / Group (Remote and In-Person)</b> | 1- 1.25 hour group sessions (<10 people)      | <b>\$700/session</b>                                     |
| <b>Coaching / Meeting (Remote and In-Person)</b>       | 1-1.25 hour individual sessions               | <b>\$500/session</b>                                     |
| <b>Coaching Packages</b>                               | Pkg. of 6 @ \$450.00<br>Pkg. of 10 @ \$400.00 | <b>\$2700 / 6 sessions</b><br><b>\$4000/ 10 sessions</b> |
| <b>Hourly rate (remote)</b>                            | <b>for research and co-design</b>             | <b>\$250.00/hr.</b>                                      |

The proposed costs of the leadership retreats would be 2 x ½ Half-Day Rate as defined in the table above for a total cost of \$8000.00. This cost does not include travel.

Coaching sessions will be invoiced at the rate as defined in the table above. “Run of Show” and other prep discussions related to retreat or leadership sessions are already included in the cost of the event.

### Contract Terms:

- We will invoice you before the time of the follow-up sessions, payment is due within 30 days after the scheduled session.
- A “project bid” means that both parties have agreed the estimated effort required for the project as designed. If the design or scale changes or if additional tasks are required of the consultant, the project tasks, timeline, and budget will be adjusted by mutual consent between the consultant and the organization.
- Travel and expenses are not included in the cost of this proposal and will be billed to the client at cost; whenever possible, air travel will be booked on Delta Airlines, car rental at National Car Rental and lodging at Marriott hotels and affiliates.
- Facilitation products (like activity worksheets, facilitation models, or PowerPoints) designed by the consultant will remain the intellectual property of the consultant. You are welcome to use the materials again in your own organization, but they should not be shared or sold, unless the consultant gives permission.
- Recordings for public use will NOT be permitted at this time; because of the sensitive and private nature of some of the discussions, a recording could compromise the confidentiality and transparency of the participants. Further, there is a potential for what is taught to be taken out of context and displayed on a social media platform where it will live in perpetuity.



## Courtlandt Butts



A “trainer of trainers,” Courtlandt has coached hundreds of organizations across sectors and spanning 11 countries, including foundations, nonprofits, healthcare systems, municipalities, federal government, law enforcement, K-12 education, post-secondary education, community-based organizations, and corporate private entities. His recent clients included Stanford University, Foundation for a Healthy St. Petersburg, DISCO, Business Innovation Factory, Evanston and Harlem School Districts, Leadership Austin, and Share Our Strength. Most recently, he led Equity, Diversity & Inclusion efforts as the Director of Government & NGO Partnerships for Courageous Conversation, an internationally recognized racial equity consulting firm headquartered in San Francisco. Prior to that work, he was a tenure track professor in the Education Department at Spelman College in Atlanta. He continues

to serve the local community by providing aquatic services as a leadership level trainer for the YMCA and American Red Cross, as well as SCUBA diving instruction for underrepresented populations, including diver candidates with special needs. Courtlandt holds an M.A. in Educational Technology & Media from the University of Northern Iowa and a B.A.Sc. from Florida A&M University.

[LinkedIn Profile](#)



## References:

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Chief Executive Officer  
Leadership Austin  
512.499.0435  
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[www.leadershipaustin.org](http://www.leadershipaustin.org)

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# AGREEMENT FOR SERVICE 2024-2025

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

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This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Courtlandt Butts, Life Guardian Worldwide (the "Service Provider") between August 1, 2024 through June 30, 2025

## Background:

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- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.
- C. Courtlandt Butts, founder of Life Guardian Worldwide is an expert in the field of advancing equity across institutions and organizations.

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

## Services Provided

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1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of but not limited to the following:
  - Equity Leadership Experience as outlined in the attached proposal

## Term of Agreement

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2. The term of this Agreement will be from August 1, 2024, and will remain in full force and effect until June 2025, and not to exceed a total of \$22,000.

## Performance

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

## Compensation

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4. Eden Area ROP will pay a fee to Courtlandt Butts, LGW for the Services based on the attached proposal. Fees shall be payable monthly, at Net 30, upon invoicing of services.
5. Service Provider must submit an itemized invoice to Business Services which includes dates, time and type of worked accomplished.

## Confidentiality

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

## Non-Competition

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

## Assignment

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

## Capacity/Independent Contractor

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

## Modification of Agreement

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



## Notice

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

## Costs and Legal Expenses

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

## Time of the Essence

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

## Entire Agreement

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

## Limitation of Liability

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

## Indemnification

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

## Inurement

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

## Currency

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

## Titles/Headings

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

## Gender

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

## Governing Law

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

## Severability

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

## Waiver

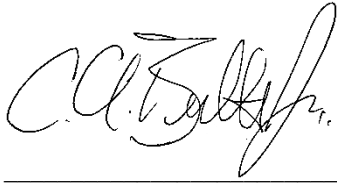
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23. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

## Additional Provisions

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



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Courtlandt Butts, Life Guardian Worldwide

11 JUL 2024

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Date

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Blaine Torpey, Superintendent  
Eden Area ROP

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Date



**DATE:** August 8, 2024  
**TO:** ROP Governing Board  
**FROM:** Blaine Torpey, Superintendent  
**PREPARED BY:** Anthony Oum, Fiscal Services Administrator  
**SUBJECT:** Request the Governing Board to approve the Agreement with Keenan & Associates to Implement the Workplace Violence Prevention Plan (WVPP) for the 2024-2025 through 2026-2027 School Years

## **BACKGROUND**

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On September 30, 2023, California SB 553 was signed into law and California Labor Code Section 6401.9 will be in effect and enforceable on July 1, 2024. Employers that fall within the scope of this law must establish, implement and maintain an effective written Workplace Violence Prevention Plan (WVPP) that includes, but not limited to, the following:

- Identifying who is responsible for implementing the plan
- Involving employees and their representatives
- Accepting and responding to reports of workplace violence and prohibit employee retaliation
- Communicating with employees regarding workplace violence matters
- Responding to actual and potential emergencies
- Developing and providing effective training
- Identifying, evaluating and correcting workplace violence hazards
- Performing post incident response and investigations

## **CURRENT SITUATION**

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Through Keenan & Associates' IMReady's Workplace Violence Prevention Services, it not only addresses the requirements outlined in SB 553, but also fosters a culture of safety and preparedness within the Eden Area ROP, investing in proactive measures, protecting our staff and promote a secure and productive work environment, assisting the Eden Area ROP in mitigating the risk of workplace violence incidents. IMReady will provide initial training when the WVPP is established, and annually thereafter per a three-year agreement with a not to exceed of \$44,900.00.

## **RECOMMENDATION**

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It is recommended that the Governing Board approve the agreement with Keenan & Associates to implement the Workplace Violence Prevention Plan for the 2024-2025 through 2026-2027 school years.



## **SB 553 Workplace Violence Prevention Services**

Eden Area Regional Occupational Program Center

July 2<sup>nd</sup>, 2024

### **Presented By**

**Brian Erdelyi, CPD**  
**Director Safety Technology/IMReady**  
1732 North First Street, Suite 100  
San Jose, CA 95112  
408.441.0754, ext. 6216  
berdelyi@keenan.com

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## INTRODUCTION

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Senate Bill 553, California's workplace violence prevention law, sets forth crucial requirements for employers to establish and maintain effective workplace violence prevention plans across all work areas. It mandates comprehensive measures, including the creation of a detailed prevention plan containing specific information.

Moreover, the bill emphasizes the necessity of providing thorough training to employees on the workplace violence prevention plan and the violence exposures specific to their job, ensuring they are equipped with the knowledge and skills needed to navigate potentially dangerous situations. This includes additional training whenever new or previously unrecognized workplace violence hazards are identified, or modifications are made to the plan.

These provisions of Senate Bill 553 are slated to become operative on July 1, 2024, underscoring the urgency for employers to take proactive steps towards compliance.

IMReady's Workplace Violence Prevention Services not only address the requirements outlined in Senate Bill 553, but also help foster a culture of safety and preparedness within your organization. By investing in proactive measures today, you can protect your employees and promote a secure and productive work environment for years to come.

IMReady's expert team brings together a wealth of experience, totaling over 80 years in law enforcement, emergency medical services (EMS), and military backgrounds. Additionally, team members boast over 60 years of collective expertise in risk management. We maintain active connections and collaborations with both state and federal first responders and emergency management agencies, ensuring seamless communication and coordination. Through harnessing our team's extensive experience and knowledge, IMReady delivers premium solutions that prioritize safety and preparedness at every step.

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## WORKPLACE VIOLENCE PREVENTION SERVICES

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### BACKGROUND

Senate Bill 553, California's workplace violence prevention law, mandates essential requirements for employers to develop and sustain effective violence prevention plans throughout all workspaces. With an effective date of July 1, 2024, these provisions highlight the pressing need for employers to promptly take proactive measures to ensure compliance.

IMReady offers a streamlined solution designed to address many of the bill's requirements, sparing your organization from exhausting internal resources or the need for specialized in-house experts. Our platform streamlines the process by facilitating assessments to identify potential workplace violence risks, crafting a comprehensive plan framework, identifying risk management controls, and educating your staff on SB 553-related matters through training and education.

### PROCESS

IMReady's collaborative Workplace Violence Prevention services are designed to alleviate the strain on your organizations internal resources while remaining true to the collaborative spirit spelled out in SB-553. Our services were developed for the sole purpose of fostering a more resilient and secure workplace environment. Our Workplace Violence Prevention Services encompass the following phases:

#### Year One

##### **I. Workplace Violence Prevention Kick Off Meeting**

An IMReady subject matter expert will meet with key personnel from your organization to define the scope of services, set up a program timeline, and commence the initial request for information (RFI). This management-level meeting typically involves safety and emergency management individuals from your organization. The one-hour meeting will be scheduled as the first action items, shortly after the execution of the agreement.

##### **II. Workplace Violence Prevention Plan Development**

IMReady will work with key personnel within your organization to gather the required information to assist in building your WVPP framework, utilizing the latest template provided by Cal OSHA.

##### **III. Staff Engagement Phase**

IMReady team members facilitate surveys of staff members, with the aim of identifying potential exposures, fostering two-way engagement, and collecting feedback from staff regarding perceived threats or vulnerabilities in the workplace. Surveys are typically distributed to personnel in each job classifications within the workplace. Furthermore, IMReady team members may engage with key internal personnel or stakeholders, external community partners, and focused teams or committees.

**IV. Assessment Phase**

IMReady will perform an in-field verification to evaluate and potentially confirm or refute the validity of all perceived threats or vulnerabilities reported by staff during the engagement phase. IMReady will conduct a robust on-site assessment of your organization's physical locations to pinpoint shortfalls in physical security measures or sound practices that could increase the potential for workplace violence incidents.

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IMReady will collate and analyze the outcomes from the staff engagement phase and the assessment phase, systematically arranging all data into a prioritized matrix categorized by exposure and job type. Subsequently, IMReady will propose solutions for each identified exposure or vulnerability within the data matrix, which may include recommending specific controls. These findings and recommendations will be structured and presented in a clear finding and recommendation format.

**VI. Conveyance and Promulgation Meeting**

IMReady will facilitate a delivery meeting with essential internal stakeholders to present the workplace violence prevention plan, and the data matrix which contains findings and recommendations from the staff engagement, assessment, and data analytic phases.

**VII. Staff Training and Education Phase**

IMReady will provide access to training and educational resources tailored to align with SB 553, as well as addressing prevalent issues related to workplace violence incidents. This training and education package will comprise of three courses:



1. **SB-553 Overview:** This 30-minute session provides an overview of SB-553 and its associated requirements as outlined in the legislation.
2. **WVPP Staff Training:** IMReady will provide initial training when the plan is first established, and annually thereafter for the term of the agreement, on the following:
  - a) Your plan and how to obtain a copy of the plan at no cost.
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  - c) Workplace violence hazards specific to the employees' jobs.
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  - Run-Hide-Fight
  - Developing A Survivor's Mindset
  - Recognizing Red Flag Indicators
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4. **Conflict De-Escalation (CD-E):** This one-hour course is structured to equip participants with the necessary knowledge and resources to de-escalate both internal and external conflicts, reducing the potential for workplace violence incidents. CD-E offers attendees the chance to refine their emotional intelligence and problem-solving capabilities in a controlled environment. When utilized effectively, these techniques enhance their capacity to respond to high-stress situations and foster more favorable outcomes.

All training and education sessions will be conducted in a format that enables participants to interact with a subject matter expert, allowing them to ask questions and receive direct feedback.

## **VIII. Implementation and Consultation Phase**

IMReady consultants will be available for a period of six-month after the conveyance and promulgation meeting to assist in evaluating vendors, products, and solutions pertinent to advancing workplace violence prevention efforts. This service encompasses up to two in-person meetings along with unlimited phone or virtual consultations. The consultation may entail various activities such as participating in internal and external meetings, safety committee gatherings, and vendor discussions. Additionally, it involves collaborating on policies and practices, attending pre-construction plan reviews, and presenting IMReady findings to board members.

### **Year Two and Three**

#### **I. Workplace Violence Prevention Plan Updates**

Approximately one year following the conveyance and promulgation meeting, IMReady will perform a review of the current Workplace Violence Prevention Plan (WVPP). Updates will be made as necessary to incorporate any new legislation introduced from SB-553. Staffing and responsibilities rosters within the plan will also be adjusted as needed. This process ensures that the plan remains up-to-date and pertinent, accurately reflecting the latest WVPP information.

#### **II. Staff Training and Education Refresher.**

IMReady will offer access to refresher training and education sessions, including an SB-553 Overview, Surviving an Active Assailant (SAA), and Conflict De-Escalation (CD-E) training.

## ADDITIONAL TRAINING

IMReady provides additional tailored training and education on workplace violence prevention, extending beyond the three standard courses. If it's deemed necessary to address workplace violence prevention concerns not covered in the three initial sessions, additional courses can be arranged as standalone sessions. Please note that there may be additional fees associated with supplementary training sessions.

## SCOPE

Employers can prevent and reduce the risk of workplace violence with an established, effectively implemented, and maintained WVPP, along with strong management commitment and the day-to-day involvement of all employees and their authorized representatives.

### I. IMReady's Role in the WVPP Development Process

Our workplace Violence Prevention Services are crafted to assist your organization in mitigating the risk of workplace violence incidents. IMReady will take point on the facilitation of many of the specific elements required to develop a compliant WVPP. This involves an interactive approach that engages your workforce and conducting a thorough assessment of your workplace environment. By utilizing these services, you can not only enhance workplace safety but also support compliance efforts with Senate Bill 553.

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- Procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the WVPP (Including the survey that IMReady will conduct on your behalf).
- Methods to coordinate implementation of the plan with other employers.
- Procedures to ensure that all employees (supervisory and nonsupervisory), comply with the WVPP.

- Procedures to communicate and provide training to employees on workplace violence. (Including the training that IMReady provides as part of the described WVPP development services)
- Procedures to identify, evaluate and correct workplace violence hazards.
- Procedures on how to respond to actual or potential workplace violence, and how to accept and respond to reports of workplace violence, including procedures to prohibit retaliation against employees for reporting workplace violence.
- Procedures for post-incident response and investigation.
- Procedures to review WVPP for effectiveness and revise the plan as needed.
- Procedures or other information required by the division and standards board as being necessary and appropriate to protect the health and safety of employees.

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## FEES

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### **Workplace Violence Prevention Services: \$44,900**

Services will be invoiced incrementally over the course of the 3-year agreement.

The 3-year WVP Services Includes the following:

#### **Year One**

- Workplace Violence prevention Kick Off Meeting
- Workplace Violence Prevention Plan Development
- Staff Engagement Phase
- Assessment Phase (Includes sites listed below)
- Data Analytics Phase
- Conveyance and Promulgation Meeting
- Staff Training and Education Phase
- Implementation and Consultation Phase

#### **Year Two and Three**

- WVP plan updates
- Staff Training and Education refresher

### **Additional Training and Education: \$3,482 per session**

Upon request

*This proposal expires 60 days from the date shown on the cover page.*

### **SITES INCLUDED**

- District Office
- Eden Area Regional Occupational Center

### **SERVICES INCLUDED**

- Professional time
- Preparation and scheduling
- Travel time
- Consultation

### **ADDITIONAL INFORMATION**

The goal of Keenan's Security Services is to (i) promote safety awareness, (ii) assist in the identification of conditions that may pose a risk of injury and/or property damage or loss, and (iii) provide recommendations and/or suggestions to help mitigate the risks identified. We do not suggest that following our recommendations will eliminate all risk of injury or will result in improved loss experience.

## LOSS CONTROL SERVICES AGREEMENT

This **Loss Control Services Agreement** (“Agreement”) is made and entered into by and between **Eden Area Regional Occupational Program Center** (“Client”) and **Keenan & Associates** (“Keenan”), as of **July 3, 2024** (“Effective Date”).

### RECITALS

- A. Client maintains a liability insurance program (“Insurer”) to protect itself against claims and losses arising out of its day-to-day operations;
- B. Keenan is a specialty insurance services provider with expertise in providing insurance and loss control related services to California school districts, municipalities, health care providers and their related entities.
- C. Client desires Keenan to perform certain loss control services as a complement to its Insurance program; and
- D. Keenan desires to provide such loss control services, subject to the terms and conditions described in this Agreement.

### AGREEMENT

The parties agree as follows:

1. **TERM**

The term of this Agreement is from the **Effective Date** through **July 2, 2027** (“Termination Date”).

2. **KEENAN’S RESPONSIBILITIES AND SCOPE OF SERVICES**

- A. Client elects and Keenan shall provide the loss control services (“Services”) described in Exhibit A, attached hereto and incorporated herein, during the term of this Agreement.
- B. The Services are intended to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of bodily injury and/or property damage, and (iii) offer recommendations and/or suggestions to help mitigate Client’s risk of loss. Keenan does not represent that the Services will identify every potential risk or hazard inherent in Client’s business activities or existing on Client’s premises. We are confident that Keenan’s loss control services will help Client to promote a safer environment, but Keenan does not represent, guaranty or promise that the Services will eliminate all risk of injury or property damage, or result in improved loss experience.



- C. In providing the Services, Keenan shall act in an advisory and consultative capacity. Client shall retain the right to determine whether to act on or implement the information, recommendations, and suggestions provided by Keenan, and the manner by which any such action or implementation shall be undertaken.
- D. The relationship of Keenan and Client shall be that of an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.
- E. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing any such service, advice or opinion. Client shall consult its own attorney on all legal issues, and its own tax and accounting experts on all tax, accounting, and financial matters relating to its operations, including without limitation, the establishment and/or operation of the Plans.
- F. In providing its Services, Keenan shall comply with all applicable state and federal laws and regulations, and obtain and maintain all necessary licenses, registrations, and/or permits necessary for the performance of its duties under this Agreement.
- G. Keenan reserves the right to engage independent contractors and/or subcontractors to assist it in performing the Services. The use of such individuals shall not relieve either party of any of its duties under this Agreement.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

- A. Client shall retain all authority and responsibility for the implementation of any suggestions or recommendation made by Keenan as part of the Services.
- B. Client shall provide Keenan with timely access to such information and individuals, including its outside advisors and consultants, as may be necessary for Keenan to perform the Services. Keenan shall not be responsible for any delay in its performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information or individual in a timely manner.
- C. All information provided to Keenan by Client, in anticipation of or in relation to the Services to be provided by Keenan, shall be complete and accurate, and Keenan may rely upon such information.
- D. Keenan's Loss Control services are not intended to substitute for ongoing inspection and maintenance of Client's facilities. It shall remain Client's responsibility to perform and/or secure standard inspection, maintenance and repair services for its facilities and equipment,





including without limitation, any service typically performed by a licensed or certified service professional (e.g., HVAC contractor, electrician, plumber, elevator service personnel, etc.).

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

- (1) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.
- (2) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- (3) Professional Liability Insurance. Professional Liability Insurance with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- (4) Cyber Liability/Privacy Insurance. Cyber Liability Insurance with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or consequential damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise,



arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

## 8. **DISPUTE RESOLUTION**

- A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in Los Angeles County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.
- B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.
- C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

## 9. **TERMINATION**

- A. This Agreement may be terminated upon the occurrence of any of the following events:
  - i. By either party upon the dissolution or insolvency of either party;
  - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);
  - iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or
  - iv. By the non-breaching party if a breach of this Agreement is not cured within sixty (60) days following receipt of written notice of the breach from the non-breaching party; and
  - v. Upon sixty (60) days prior written notice to the other party of its intent not to renew this Agreement.



B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all Services rendered through the date of termination.

10. **SOLICITATION OF EMPLOYEES**

During the Term, and for a period of twelve (12) months following any termination or expiration of the Agreement, neither party shall solicit the employment or engagement of any employee or agent of the other party that interacted directly with the soliciting party; provided, however, the foregoing provision shall not prevent either party from soliciting for employment or employing an employee who responds to general solicitations or advertisements in periodicals including newspapers and trade publications, so long as such solicitations or advertisements are not specifically directed at the employee(s) of the other party.

11. **PROPRIETARY INTERESTS**

Keenan shall retain the copyright and the sole right of ownership to the form and format of any report, tool, schedule, exhibit, assessment, analysis, or other deliverable, that is created or developed by Keenan in performing the Services and provided to Client by Keenan in any media whatsoever. Client shall, however, remain the owner of the content of any such deliverable and any Client data or information that was provided to Keenan for the performance of the Services. Any deliverable created by Keenan for Client shall be used for Client's internal purposes and shall not be used, without the written consent of Keenan, for Client's commercial gain, nor shall it be distributed to or shared by Client with any third person, except as may be necessary to accomplish the intent and purpose of this Agreement.

12. **MARKETING**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

13. **OTHER RELATIONSHIPS**

A. Keenan or its affiliates may provide Client or others with other services or insurance coverage not provided in this Agreement and may receive compensation related to such other services which may include, without limitation, loss control services, joint powers administration, insurance brokerage services, securing reinsurance, claims administration, investigative services, financial processing and other related services.

B. Keenan and/or its affiliate may provide services for other entities that also provide services to and/or contract with Client's insurance program (e.g., insurers and reinsurers and/or other coverage providers) and to the extent that such services are provided, Keenan will be separately compensated for those services.

C. The Services provided to Client are non-exclusive and Keenan reserves the right to provide the same or similar services to other clients who may be in the same industry, business, or service as Client.



14. **CONFIDENTIALITY**

- A. As a result of their relationship under this Agreement each party may gain access to confidential information concerning the other. For purposes of this Agreement, the term “Confidential Information” includes, without limitation, i) any information or data about a party’s business operations, clients, employees, marketing plans, method of operation, trade secrets, and financial performance; ii) information about Client’s employees, such as name, address, social security number, compensation, and medical history, and iii) any other information about a party that is not available to the general public. Neither party shall, without the written consent of the other release, disclose, or disseminate the other party’s Confidential Information except as is necessary for the performance of the Services.
- B. In the event that either party becomes the subject of a subpoena or court order compelling the disclosure of the other party’s Confidential information, that party shall immediately notify the other so that the party whose Confidential Information is being sought can take such action as may be necessary to prevent or limit the release of its Confidential Information.
- C. Neither party shall be deemed to be in breach of this Section 14 if it has notified the other before it releases the Confidential Information pursuant to a subpoena or court order, and the party whose Confidential Information was requested fails to provide, before the deadline for disclosure, a copy of court order quashing the subpoena or otherwise limiting the original demand for the Confidential Information.

15. **GENERAL**

- A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations set forth in this Agreement other than Keenan’s obligation to perform the Services and Client’s responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 15.B. shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.
- C. This Agreement is made for the benefit of the parties and is not intended to confer any third party benefit or right. The enforcement of any remedy for a breach of this Agreement may only be pursued by the parties to this Agreement.
- D. No modification or amendment to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.



- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.
- G. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

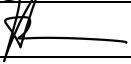
If the notice relates to a legal matter or dispute, a copy shall be sent to:

**Keenan and Associates**  
**Attn: Legal Department**  
**2355 Crenshaw Blvd., Ste. 200**  
**Torrance, CA 90501**

This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

*[Signatures on Next Page]*



| <u>Eden Area Regional Occupational<br/>Program Center</u> |   | <u>Keenan &amp; Associates</u> |   |
|---|---|--------------------------------|---|
| <u>Signature:</u>   |  | <u>Signature:</u>              |   |
| <u>By:</u>  | Anthony Oum   | <u>By:</u>                     | Eric Preston  |
| <u>Title:</u>   | Fiscal Services Administrator   | <u>Title:</u>                  | Sr. Vice President                                  |
| <u>Address:</u>   | 26316 Hesperian Blvd.<br>Hayward, CA 94545  | <u>Address:</u>                | 2355 Crenshaw Blvd., Ste. 200<br>Torrance, CA 90501 |
| <u>Telephone:</u>   | (510) 293-2906  | <u>Telephone:</u>              | (310) 212-0363, ext. 2726                           |
| <u>Email:</u>   | aoum@edenrop.org  | <u>Email:</u>                  | kdimonte@keenan.com                                 |
| <u>Attention:</u>   | Anthony Oum   | <u>Attention:</u>              | Kathy DiMonte                                       |



## EXHIBIT A

### Keenan's Services\*

IMReady's collaborative Workplace Violence Prevention services are designed to alleviate the strain on your organizations internal resources while remaining true to the collaborative spirit spelled out in SB-553. Our services were developed for the sole purpose of fostering a more resilient and secure workplace environment. Our Workplace Violence Prevention Services encompass the following phases:

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- Methods to coordinate implementation of the plan with other employers.
- Procedures to ensure that all employees (supervisory and nonsupervisory), comply with the WVPP.
- Procedures to communicate and provide training to employees on workplace violence. (Including the training that IMReady provides as part of the described WVPP development services)
- Procedures to identify, evaluate and correct workplace violence hazards.



- Procedures on how to respond to actual or potential workplace violence, and how to accept and respond to reports of workplace violence, including procedures to prohibit retaliation against employees for reporting workplace violence.
- Procedures for post-incident response and investigation.
- Procedures to review WVPP for effectiveness and revise the plan as needed.
- Procedures or other information required by the division and standards board as being necessary and appropriate to protect the health and safety of employees.

\*The goal of Keenan's Security Services is to (i) promote safety awareness, (ii) assist in the identification of conditions that may pose a risk of injury and/or property damage or loss, and (iii) provide recommendations and/or suggestions to help mitigate the risks identified. We do not suggest that following our recommendations will eliminate all risk of injury or will result in improved loss experience.



## EXHIBIT B

### FEE SUMMARY

Keenan's IMReady fee to provide the above-outlined Workplace Violence Prevention Services is forty-four thousand, nine hundred dollars (\$44,900.00). Additional training and education can be provided upon request for three thousand, four hundred eighty-two dollars (\$3,482.00) per session.

An invoice will be sent incrementally over the course of the three-year agreement.

### Sites Included:

- District Office
- Eden Area Regional Occupational Center

The 3-year WVP Services Includes the following:

### Year One

- Workplace Violence prevention Kick Off Meeting
- Workplace Violence Prevention Plan Development
- Staff Engagement Phase
- Assessment Phase (Includes sites listed above)
- Data Analytics Phase
- Conveyance and Promulgation Meeting
- Staff Training and Education Phase
- Implementation and Consultation Phase

### Year Two and Three

- WVP plan updates
- Staff Training and Education refresher.

### Fee includes:

- ◆ Professional Time
- ◆ Preparation and Scheduling
- ◆ Travel Time
- ◆ Consultation



Payment for Services shall be due upon receipt of Keenan's invoice. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue, as of the date of Keenan's original invoice, at the rate of 1½ percent per month, or the maximum interest rate permitted by applicable law, whichever is lower. Keenan has the right to suspend performance of its Services if any balance remains unpaid for more than sixty (60) days from the date of the invoice.

