

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

Thursday, August 7, 2025 5:45 pm

GOVERNING BOARD MEMBERS

James Aguilar, President Juan Campos, Vice President Sara E. Raymond, Member Ken Rawdon, Member San Leandro Unified School District San Lorenzo Unified School District Castro Valley Unified School District Hayward Unified School District

MISSION STATEMENT

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



Regular Meeting of the ROP Governing Board

Date: Thursday, August 7, 2025

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/99131421192?pwd=o6WB6ZQDD\$O8ImJKrMbYP\$6raA3vJs.1

Attend Zoom Meeting Instructions:

To observe the meeting by video conference, please click on <u>LINK</u> or go
 https://zoom.us/j/99131421192?pwd=o6WB6ZQDDSO8ImJKrMbYPS6raA3vJs.1 to at the noticed meeting time.

Meeting ID: 991 3142 1192 Passcode: EAROP2526

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/abKKociOzF

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

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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. Vision Statement
- VI. Core Values
- VII. Approval of Agenda

VIII. 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 respects 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.

<u>Public Comment if attending meeting in person:</u>

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.

IX. Consent Calendar

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of June 6, 2025 (pages 6-12)
- B. Request the Governing Board to approve the Bill Warrants (pages 13-30)
- C. Request the Governing Board to approve the Personnel Action Items (pages 31-33)
- D. Request the Governing Board to approve the Listed Donation- Amazon Web Services (AWS) (page 34)
- E. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 35-36)
- F. Request the Governing Board to approve the Eden Area ROP Organizational Chart for the 2025-2026 School Year (pages 37-38)
- G. Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2025-2026 School Year (pages 39-41)
- H. Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE), in Collaboration with School Services of California Inc. (SSC), for Fiscal Related Matters for the 2025-2026 School Year (pages 42-49)
- I. Request the Governing Board to approve the MOU with the Alameda County Office of Education Network (ACOENet) for Access Plus Service for the 2025-2026 School Year (pages 50-58)
- J. Request the Governing Board to approve the Agreement with The Baldwin Group for Employer Reporting Services for the 2025-2026 School Year (pages 59-62)
- K. Request the Governing Board to approve the Agreement with the Fresno County Office of Education (FCOE) for Direct Support Professional Training for the 2025-2026 School Year (pages 63-72)
- L. 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 2025-2026 School Year (pages 73-74)
- M. Request the Governing Board to approve the Agreement with Sonia Elgar for Business Services Support for the 2025-2026 School Year (pages 75-80)
- N. Request the Governing Board to approve the MOU with the Northern California College Promise Coalition (NCCPC) for Organization Champion Coalition Membership for the 2025-2026 School Year (pages 81-83)
- O. Request the Governing Board to approve the Agreement with the Alameda County Workforce Development Board (ACWDB), Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program for Youth and Young Adult Workforce Development Services for the 2025-2029 School Year (pages 84-141)

X. Information Items

A. Summer Programs Update (page 143)

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- B. Out of State Conference: SPARK (page 144)
- C. Perkins Eastman Facilities Master Plan Board Visioning Workshop (page 145)

XI. Action Items

- A. Request the Governing Board to approve the adoption of Resolution 1-25/26: Signature Card-Board Members, Resolution 2-25/26: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 3-25/26: Signature Card-Authorized Agents: Official Documents and Reports (pages 147-153)
- B. Request the Governing Board to approve the Revised Calendar of Governing Board Meetings for the 2025-2026 School Year (pages 154-158)
- C. Request the Governing Board to approve the Agreement with Paul C. Pinza for Leadership Coaching and Professional Development to Support Multilingual Learners in CTE Pathways for the 2025-2026 School Year (pages 159-164)

XII. Superintendent's Report

XIII. Governing Board Reports

XIV. Recess to Closed Session

- A. Conference with Legal Counsel-Anticipated Litigation
 Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)
- B. Public Employee Performance Evaluation/Goals
 Government Code 54957
 Title: Superintendent
- C. Public Employee Appointment/Contract Government Code section 54957 Title: Superintendent

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

- A. Conference with Legal Counsel-Anticipated Litigation
 Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)
- B. Public Employee Performance Evaluation/Goals Government Code 54957 Title: Superintendent
- C. Public Employee Appointment/Contract Government Code section 54957 Title: Superintendent

XVI. Action Items

- D. Request the Governing Board to approve the Second Amendment to the Superintendent's Employment Agreement (pages 165-166)
- E. Request the Governing Board to approve the Superintendent's Goals for the 2025-2026 School Year (pages 167-168)

XVII. Adjournment



Minutes of the Regular Meeting of the ROP Governing Board June 6, 2025

I. Call to Order

Sara Raymond, Board Member, called the meeting to order at 5:00 p.m. on Friday, June 6, 2025, in the Boardroom, at the Eden Area Regional Occupational Program located at 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Eden Area ROP Governing Board Members Present:

Sara E. Raymond, Member Castro Valley USD
Alicia Gonzalez, Alternate San Lorenzo USD
Zachary Borja, Alternate San Leandro USD

Eden Area ROP Governing Board Members Absent:

James Aguilar, President

Juan Campos, Vice President

Ken Rawdon, Member

San Leandro USD

San Lorenzo USD

Hayward USD

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

Craig Lang Director of Adult Programs and Apprenticeships

Manuschka Michaud Principal

Anthony Oum Fiscal Services Administrator
Mark Rizkallah Assistant Principal-Pathways

Michelle Stephens Assistant Principal-Educational Services

Eden Area ROP Staff Present:

Gabriela Juarez Executive Assistant

III. Pledge of Allegiance

Blaine Torpey led the Pledge of Allegiance.

IV. Mission Statement

Blaine Torpey read the Eden Area ROP Mission Statement.

V. Core Values

Blaine Torpey read the Eden Area ROP Core Values.

VI. Approval of Agenda

Blaine Torpey, Superintendent, requested to pull the following from the agenda:

- Agenda Item XIII: Recess to Closed Session, items A-C
- Agenda Item XIV: Reconvene to Open Session and Report Action Taken in Closed Session, items A-C
- Agenda Item XV: Action Items, item H

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Trustee Zachary Borja moved to approve the agenda with the removal of agenda Items 13 through 15. Trustee Alicia Gonzalez seconded the motion. By the following vote, the agenda was approved as amended:

AYES: 3 (Borja, Gonzalez, Raymond)

NOES: 0 ABSTENTIONS: 0

ABSENT: 3 (Aguilar, Campos, Rawdon)

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

None.

VIII. Consent Calendar

Trustee Alicia Gonzalez moved to approve the consent calendar items as follows:

- A. Minutes of the Regular Governing Board Meeting of May 1, 2025
- B. Bill Warrants
- C. Personnel Action Items
- D. Listed Donations Listed Donation-California Association of SkillsUSA, Inc.
- E. Amended 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
- F. Agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB Roll Forward Report Services for the 2024-2025 School Year
- G. Agreement with ESI Employee Assistance Group for Participation in their Employee Assistance Program from June 1, 2025 through May 31, 2026
- H. Agreement with the City of Hayward to support the Eden Area ROP/Hayward Unified School District Urban Farming Summer Internships
- I. Agreement with Linda Granger for Grant Support and Consulting Services for the 2025-2026 School Year
- J. Contract with American Stage Tours for Sophomore Tour Transportation for the 2025-2026 School Year
- K. MOU with the JPA Member Districts for a Career Technical Education Incentive Grant (CTEIG) Program Consortium for the 2024-2027 School Years

Trustee Zachary Borja seconded the motion.

AYES: 3 (Borja, Gonzalez, Raymond)

NOES: 0
ABSTENTIONS: 0

ABSENT: 3 (Aguilar, Campos, Rawdon)

IX. Information Items

A. Superintendent's Evaluation Timeline

Blaine Torpey, Superintendent, shared the Superintendent's evaluation timeline for the 2025-2026 school year.

B. Perkins Eastman Proposal for the Eden Area ROP Facilities Master Planning

Blaine Torpey, Superintendent, provided an overview of the proposal from Perkins Eastman to develop a Facilities Master Plan for the Eden Area ROP. Superintendent

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Torpey explained that the Eden Area ROP currently leases its facilities from the Hayward Unified School District, and many of the buildings are approximately 60 years old. In addition to aging infrastructure, there is also a need to evaluate how well the current facilities meet the needs of students.

Superintendent Torpey noted that this effort was initiated with the anticipation of Proposition 2 being passed, which sets aside \$300 million specifically for CTE facilities. While initial guidance was unclear on whether a facilities master plan would be required for application, it has now been confirmed that it will be. The Eden Area ROP began preliminary steps earlier in the year, including board approval of a resolution to initiate the planning process. These steps have positioned the organization to be well-prepared for the grant application, which is expected to be due in December 2025.

Perkins Eastman was selected due to their strong reputation and extensive experience working with educational institutions at local, state, and national levels. Superintendent Torpey shared that the planning process will include input from the Board at the August meeting, as well as input from staff through surveys and small group sessions during professional development days.

The Superintendent highlighted that funding from Proposition 2 would not apply to entire facilities but rather to specific qualifying facility improvements. Superintendent Torpey added that the Facilities Master Plan will also tie into the organization's broader strategic planning efforts, aligning facilities and programs with long-term goals.

X. Action Items

Open Public Hearing for the Eden Area ROP Adopted Budget for the 2025-2026 Fiscal Year

Trustee Sara Raymond, Board Member, opened the public hearing at 5:19 p.m. for the Eden Area ROP adopted budget for the 2025-2026 fiscal year to recognize the Eden Area ROP funds and the use of them in 2025-2026. The Board solicited comments from the public on the budget. No one from the public responded and thus the public hearing was closed.

Close Public Hearing

The public hearing was closed at 5:20 p.m.

A. Request the Governing Board to approve the Adopted Budget for the 2025-2026 Fiscal Year

Upon review of and a motion by Trustee Zachary Borja and a second by Trustee Alicia Gonzalez the Governing Board approved the Adopted Budget for the 2025-2026 fiscal year.

AYES: 3 (Borja, Gonzalez, Raymond)

NOES: 0
ABSTENTIONS: 0

ABSENT: 3 (Aguilar, Campos, Rawdon)

B. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2025-2026 School Year

Due to the absence of three of the four regular board members at the meeting, Superintendent Torpey requested that the Board take action only on the meetings

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scheduled for the first Thursday of each month from August 2025 through May 2026, and to table the selection of alternative dates for December, April, and June due to potential conflicts with other events. These meeting dates will be added to the August agenda for further discussion, determination, and approval.

Upon review of and a motion by Trustee Zachary Borja and a second by Trustee Alicia Gonzalez the Governing Board approved the calendar of Governing Board meetings for the 2025-2026 school year as amended.

AYES: 3 (Borja, Gonzalez, Raymond)

NOES: 0 ABSTENTIONS: 0

ABSENT: 3 (Aguilar, Campos, Rawdon)

Request the Governing Board to approve the Revised Salary Schedules (Charts 1-4) Effective July 1, 2025

Upon review of and a motion by Trustee Zachary Borja and a second by Trustee Alicia Gonzalez the Governing Board approved the revised Salary Schedules (Charts 1-4) effective July 1, 2025.

AYES: 3 (Borja, Gonzalez, Raymond)

NOES: 0 ABSTENTIONS: 0

ABSENT: 3 (Aguilar, Campos, Rawdon)

Request the Governing Board to approve the Zero-Emission Vehicle (ZEV) Technology Course Curriculum for Year 1 Semester 1

Upon review of and a motion by Trustee Zachary Borja and a second by Trustee Alicia Gonzalez the Governing Board approved the Zero-Emission Vehicle (ZEV) Technology course curriculum for year 1 semester 1.

AYES: 3 (Borja, Gonzalez, Raymond)

NOES: 0 ABSTENTIONS: 0

ABSENT: 3 (Aguilar, Campos, Rawdon)

E. Request the Governing Board to approve the Eden Area ROP Vision Statement

Upon review of and a motion by Trustee Zachary Borja and a second by Trustee Alicia Gonzalez the Governing Board approved the Eden Area ROP Vision Statement.

AYES: 3 (Borja, Gonzalez, Raymond)

NOES: 0 ABSTENTIONS: 0

ABSENT: 3 (Aguilar, Campos, Rawdon)

F. Request the Governing Board to approve the Ongoing Linkage Agreement with Early Care & Education Pathways to Success (ECEPTS) for Careers in Education Pre-Apprenticeship Support

Upon review of and a motion by Trustee Zachary Borja and a second by Trustee Alicia Gonzalez the Governing Board approved the Ongoing Linkage Agreement with Early Care & Education Pathways to Success (ECEPTS) for Careers in Education preapprenticeship support.

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AYES: 3 (Borja, Gonzalez, Raymond)

NOES: 0 ABSTENTIONS: 0

ABSENT: 3 (Aguilar, Campos, Rawdon)

G. Request the Governing Board to approve the Agreement with Napa County Office of Education (NCOE) for K12 Strong Workforce Program (SWP) Round 7 for Regional Al Literacy Partnership: From Classroom to Career for the 2025-2026 and 2026-2027 School Years

Upon review of and a motion by Trustee Alicia Gonzalez and a second by Trustee Zachary Borja the Governing Board approved the agreement with Napa County Office of Education (NCOE) for K12 Strong Workforce Program (SWP) Round 7 for Regional Al Literacy Partnership: From Classroom to Career for the 2025-2026 and 2026-2027 school years.

AYES: 3 (Borja, Gonzalez, Raymond)

NOES: 0 ABSTENTIONS: 0

ABSENT: 3 (Aguilar, Campos, Rawdon)

XI. Superintendent's Report

Blaine Torpey, Superintendent, provided an update on recent achievements and developments across the Eden Area ROP. He began by sharing the results of the Western Association of Schools and Colleges (WASC) mid-cycle review, noting that the visiting committee affirmed the institution's identified strengths and areas of growth without adding new recommendations. Superintendent Torpey, who has extensive experience with WASC, said this was the first time he had seen such an alignment between a school's self-assessment and the committee's findings. The report highlighted strong instruction, committed staff, and students who feel heard and connected to the program.

He then shared several key accomplishments from the 2024–2025 school year:

- Successful articulation of multiple courses including Careers in Education, Cybersecurity, and Construction Technology.
- Registration of the Construction Technology program as a pre-apprenticeship through the Multi-Craft Core Curriculum (MC3) program.
- Completion of several initiatives including the WASC mid-cycle review, Facilities
 Master Plan work, student and family surveys, and receiving Workforce
 Innovation and Opportunity Act (WIOA) funding for an additional four years.
- Participation in and awards from Strong Workforce Program (SWP) Round 7 and Career Technical Education Incentive Grant (CTEIG) Round 10.
- Hosting the first Eden Area ROP Career Expo with over 80 industry partners, resulting in real-time student hiring and positive employer engagement.
- Engagement in statewide advocacy efforts and securing three Golden State Pathways Program (GSPP) grants and three California Apprenticeship Innovative (CAI) grants.

Superintendent Torpey also celebrated student successes, including:

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- Consistent top placements in the Chabot Pitch Competition over the past three years.
- 100% pass rate for second-year Medical Assisting students on the National Healthcareer Association (NHA) exam, up from 80% three years ago.
- 15 out of 20 Automotive Technology students passed their Automotive Service Excellence (ASE) certification exam.

He provided an update on the launch of the Middle College Steering Committee, which held its first meeting last month with another meeting scheduled this month. Superintendent Torpey emphasized the excitement around this project finally progressing beyond the planning stage.

Looking ahead to the 2025–2026 school year, Superintendent Torpey said many grants are already secured, which will help ensure a strong start. He also mentioned upcoming professional development will focus on English learner instructional best practices.

Finally, Superintendent Torpey highlighted the work of the security and maintenance team in maintaining the Health and Wellness Garden, which serves both medical and culinary students. A monthly "Garden Blossom" newsletter is also produced to celebrate and share updates from the garden. He concluded his report by reiterating pride in the students, staff, and the progress made throughout the year.

XII. Governing Board Reports

Sara Raymond, Castro Valley Unified School District (CVUSD) representative, shared that she did not have a formal report but did want to acknowledge recent graduation activities. She noted the special opportunity to hand a certificate to a student named Easton from the Firefighting program, as well as to Trey Tavares, whose family she has known since he was a child. Trustee Raymond expressed appreciation for these meaningful moments and extended well wishes for a happy summer to all. She also thanked those in attendance for ensuring quorum was met so the Board could conduct its business.

XIII. Recess to Closed Session

Agenda item XIII, items A-C were pulled from the agenda.

- 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/Goals Government Code 54957 Title: Superintendent
- C. Public Employee Appointment/Contract Government Code section 54957 Title: Superintendent

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

Agenda item XIV, items A-C were pulled from the agenda.

- 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/Goals

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Government Code 54957 Title: Superintendent

C. Public Employee Appointment/Contract

Government Code 54957 Title: Superintendent

XV. Action Items

H. Request the Governing Board to approve the Second Amendment to the Superintendent's Employment Agreement

Agenda item XV, item H was pulled from the agenda.

XVI. Adjournment

The meeting was adjourned at 6:39 pm in memory of Izabella "Bella" Raquedan, Eden Area ROP Dental Assisting student. Superintendent Torpey shared a note prepared by the instructor and Bella's classmates:

"Bella's life was taken from all of us too suddenly and tragically. She was only 17 years old and, on her way, to accomplish many great things. She joined our afternoon Dental Assisting class a few weeks late, but she caught up with the pace of the class within 2 weeks of her arrival. Her notes were beautifully prepared and complete.

Bella had the most beautiful and welcoming smile, which led her to make many friends in class quickly. She took our potlucks and celebrations seriously and proudly contributed the yummiest pasta! She loved talking about her younger brother and sharing stories about them together. The PM Dental Assisting class voted Bella to be our Heavenly Tooth Fairy, placing her forever in a special place in our classroom and our hearts."

Approved by the Eden Area ROP Governing Board	·
Blaine Torpey, Superintendent/Clerk to the Eden Area ROP Govern	ning Board



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Sabrina Ubhoff, Accounting Technician

SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of May 23, 2025 through July 25, 2025 and include test warrant numbers and voided warrants.



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Mercedes Henderson, Human Resources Administrator

SUBJECT: Request the Governing Board to approve the Personnel Action

Items

CURRENT SITUATION

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



TO: ROP Governing Board

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

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

Amazon Web Services (AWS)

BACKGROUND

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

CURRENT SITUATION

On July 2, 2025, Amazon Web Services (AWS) made a monetary gift of \$11,275 to the Eden Area ROP to support paid summer internships for Hayward Unified School District (HUSD).



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

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

Williams Act Complaints and Resolutions

BACKGROUND

Education Code 35186 (d) requires the following:

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

CURRENT SITUATION

Attached is a report for the complaints and resolutions through July 1, 2025 as specified by Education Code 35186 (d).



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QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS

[Education Code 35186 (d)]

Report :	through: <u>July 1, 2025</u>	
District:	•	Eden Area Regional Occupational Program
	completing this form:	Gabriela Juarez
Title:	-	Superintendent's Executive Assistant
	y Report Submission (check one)- lly 1, 2025	→ ☐ January ☐ April ☑ July ☐ October
Date for	information to be reported public	cly at the Governing Board meeting: <u>August 7, 2025</u>
Please c	heck the box that applies:	
\boxtimes	No complaints were filed with an	y school in the district during the quarter indicated above.
	•	ols in the district during the quarter indicated above. The ature and resolution of these complaints.

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

Publicly reported at the Governing Board meeting on: <u>Augus</u>	7, 2025
Blaine Torpey, Superintendent	



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

SUBJECT: Request the Governing Board to approve the Eden Area

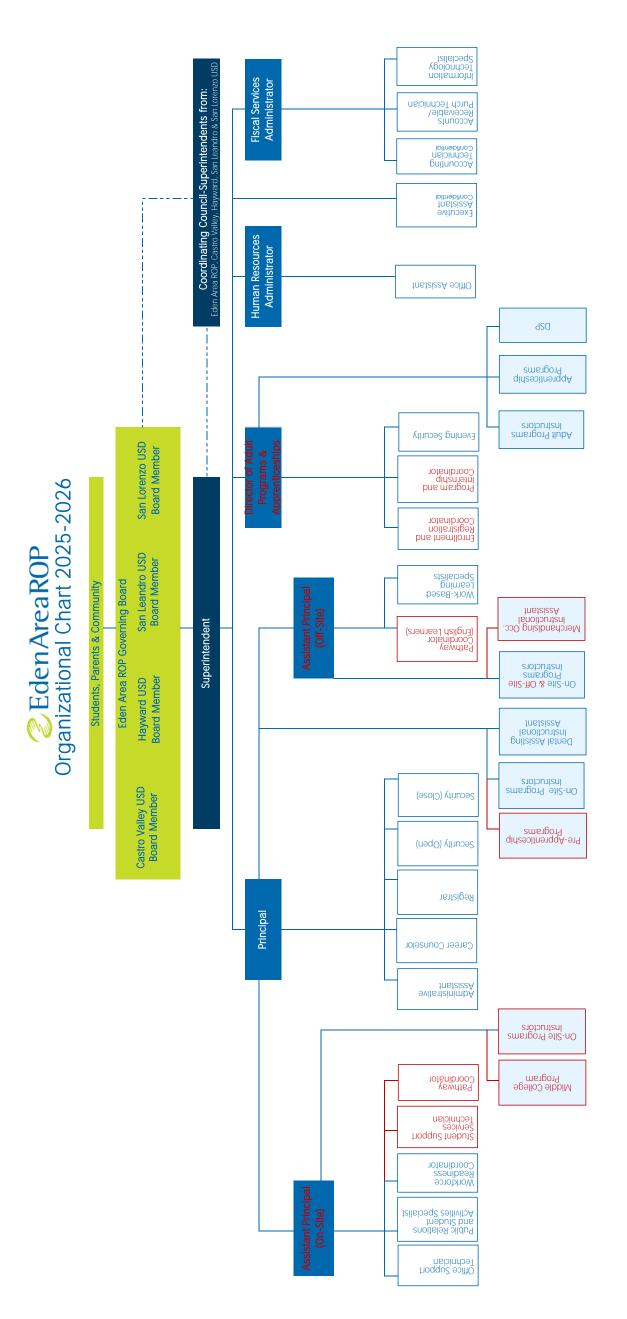
ROP Organizational Chart for the 2025-2026 School Year

BACKGROUND

Annually, the Eden Area ROP presents a revised organizational 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

The 2025-2026 Eden Area ROP organizational chart is presented for Board approval. Changes are reflected in red.





TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Anthony Oum, Fiscal Services Administrator

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

Alameda County Office of Education (ACOE) for Delivery Services

for the 2025-2026 School Year

BACKGROUND

Each year, the Eden Area ROP contracts with the Alameda County Office of Education (ACOE) to provide delivery and pick-up services.

CURRENT SITUATION

The attached is the agreement renewal with ACOE, effective July 1, 2025 through June 30, 2026.



2025/2026

Delivery Services Agreement With The Alameda County Office of Education

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

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

The cost of providing the service is \$5,193.30 for 2025/2026 with payment in full to be made upon billing by the COUNTY OFFICE. The charge may be increased or decreased should operating costs exceed or fall below the projections; however, all districts involved would receive their pro-rated share of the increased costs or cost reductions.

The term of this contract is from July 1, 2025 through June 30, 2026.

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

Delivery to the DISTRICT shall be made to the following address only: (Please contact Bernadette Mercado to make any address or contact changes at 510-670-4181 or email bmercado@acoe.org.)

26316 Hesperian Blvd., Hayward, CA 94545

The contact person at the delivery site will be:

Anthony Oum/510-293-2906

The COUNTY OFFICE will:

1. Pick up district requested materials, envelopes and financial documents addressed to schools/districts at the COUNTY OFFICE and deliver to the address noted above. Each daily delivery shall be limited to an aggregate of fifty pounds (50#).

- 2. Deliver district requested materials, envelopes and financial documents picked up from the DISTRICT to the COUNTY OFFICE or re-routed to any of the districts participating in the service subject to the same restrictions noted in #1.
- 3. Have the driver bonded to the maximum amount available under COUNTY OFFICE insurance program.
- 4. The COUNTY OFFICE will bill the DISTRICT on or about the middle of the fiscal year.
- 5. The contact person for the COUNTY OFFICE will be:

Charity Hastings / 510-427-5015 / chastings@acoe.org

The DISTRICT will:

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

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

Insurance coverage for vehicle usage under this agreement is being provided by the COUNTY OFFICE. However, since said office maintains a \$5,000.00 deductible at the present time, DISTRICT executing this agreement herewith acknowledges the deductible as being chargeable to the Delivery Service Program.

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

Anthony Oum	Charity Hastings —Docusigned by:
	Charity Hastings
Fiscal Services Administrator	Director of Procurement & Support Services
Eden ROP	Alameda County Office of Education
Date:	Date: 6/12/2025



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

Alameda County Office of Education (ACOE), in Collaboration with School Services of California Inc. (SSC), for Fiscal Related Matters

for the 2025-2026 School Year

BACKGROUND

The Alameda County Office of Education (ACOE), in collaboration with School Services of California Inc. (SSC), has an agreement to aid on issues of school finance, legislation, school budgeting, and general fiscal issues. Per Government Code 53060, it states that "The legislative body of any pubic or municipal corporation or 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 person is specially trained and experienced and competent to perform the special services required."

CURRENT SITUATION

The Eden Area ROP works with ACOE and SSC throughout the fiscal year. This agreement ensures the relationship continues by paying our share of the cost amongst a multitude of school districts in Alameda County.



MEMORANDUM

May 15, 2025

1121 L Street

•

Suite 1060

Sacramento

3001001110110

California 95814

TEL: 916 . 446 . 7517

ILL. 710 . 440 . 7517

FAX: 916.446.2011

•

www.sscal.com

TO: Shirene Moreira

Chief of District Business and Advisory Servi

ALAMEDA COE

FROM: John D. Gray

President/CEO

It has been a pleasure to provide your local educational agency with our Fiscal and Management Information Services during the past year. We value our relationship and appreciate the continued confidence that you and your staff have expressed in School Services of California Inc.

Our current contract expires on June 30, 2025. Anticipating your desire to continue our services, we have enclosed a proposed renewal Agreement. We are also offering the option of including our CADIE (Comparative Analysis of District Income and Expenditures) and SABRE (Salary and Benefit Reports) products as part of this contract. If you wish to include any of these services, please complete and sign the attached Addendum A, indicate the services desired, and return with your contract renewal. Any questions regarding the CADIE or SABRE should be directed to Chloe Lum, Systems Data Specialist (chloel@sscal.com).

To activate our Agreement, please e-sign the contract (and the Addendum, at your discretion) and it will be returned to our office for final processing. So that we may continue to give you the best possible service, it would be helpful if we could have the Agreement returned by June 30, 2025. If you are unable to return it by this date, please call our Accounting Department. Please note that this contract reflects a modest price increase above the current year.

Again, thank you for the opportunity of working with you in the past year. If you have any questions or need additional information, please contact our Accounting Department at (916) 446-7517 or via email at accounting@sscal.com.

Client Name: ALAMEDA COE Client #1200/S10 Consortium

P.O.#	
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AGREEMENT FOR SPECIAL SERVICES

Fiscal and Management Information Services Consortium

This is an Agreement between the CLIENT, as defined above, and SCHOOL SERVICES OF CALIFORNIA INC., hereinafter referred to as "Consultant," entered into as of July 1, 2025.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

- 1. The Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal and education policies.
 - b. An analysis of all major school legislation affecting public education and information related to their progress through the California State Legislature and implementing state agencies, if applicable.
 - c. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate.
 - d. Up to 26 hours of service annually as the Client directs on fiscal service issues, including analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.



- e. Services for which the base service hours may not be used include Client-specific economy, efficiency, or management consulting services, executive searches, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; major customized research projects or studies; or on-site speeches or presentations.
- 2. The Client agrees that any information received from the Consultant shall be for the use of the county office of education and the local educational agencies within the county consortium only and shall not be provided by the county office of education to local educational agencies over 500 average daily attendance (ADA). Local educational agencies under 500 ADA are eligible to receive service as deemed appropriate by the county office of education (see Attachment A).
- 3. The Client agrees to pay the Consultant for services rendered under this Agreement.
 - a. \$76,740 annually, plus expenses, for the services listed in Item 1 above, upon receipt of billing from the Consultant.
 - b. For all requested services in excess of 26 direct service hours as indicated in Item 1d above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the county office of education.
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.
- 4. This Agreement shall be for the period of one year, beginning July 1, 2025, and terminating June 30, 2026. This Agreement may be terminated prior to June 30, 2026, by either party on 30 days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 3 above.



5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

•	Shirene Moreira Shirene Moreira	Date: <u>5/16/2025</u>	
	Chief District Business & Advisory Services		

By: Date: 5/15/2025

John D. Gray President/CEO

ALAMEDA COE

School Services of California Inc.



ALAMEDA COUNTY OFFICE OF EDUCATION July 1, 2025

ATTACHMENT A

•	# Districts Over 500 ADA
Alameda USD	1
Albany City USD	2
Berkeley USD	3
Castro Valley USD	4
Dublin USD	5
Emery USD	6
Fremont USD	7
Hayward USD	8
Livermore Valley Joint USD	9
Mountain House ESD (Under 500 ADA)	
New Haven USD	10
Newark USD	11
Oakland USD	12
Piedmont City USD	13
Pleasanton USD	14
San Leandro USD	15
San Lorenzo USD	16
Sunol Glen USD (Under 500 ADA)	
Mission Valley ROP	17
Eden Area ROP	18
Annual district/ROP rate (\$3,780 x 18):	\$68,040.00 8,700.00
Annual county office rate: Alamada COE consortium rata for 2025	\$,700.00 \$76,740.00
Alameda COE consortium rate for 2025	\$70,740.00

100% participation of districts over 500 ADA is required (either through consortium membership or through district direct services.) Please call the Accounting Department regarding any changes that might need to be made. Thank you.

Order CADIE/SABRE: Yes	No	
Contract period:	to	P.O. #
		ADDENDUM A

As a client of School Services of California Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

TO SPECIAL SERVICES AGREEMENT

The **C**omparative **A**nalysis of **D**istrict Income and **E**xpenditures (**CADIE**) is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts (<u>two reports with 20 districts in each</u>) of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS, and CALPADS data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The Salary And Benefits Report (SABRE) is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (<u>two reports with 20 districts in each)</u> of your choice on certificated salaries, health and welfare benefits, and workdays.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

WITH REPORT PURCHASE. YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES Please check the appropriate items below: Current year 2023-24 Next year 2024-25** Electronic Version: Hardcopy Version: Select either: CADIE only \$525 CADIE only \$630 Use the same districts as last year SABRE only \$375 SABRE only \$480 CADIE & SABRE \$825 CADIE & SABRE \$1030 OR two of the following: Use districts of similar type and size Use districts geographically close to mine Use districts with similar unduplicated pupil percentage Reports are a year behind as the data is released by the CDE. **Next year: SABRE will be released in December 2025, CADIE will be released in March 2026 District Name: Contact Name: Address (no P.O. boxes please): Telephone with extension: Email Address: Print Name: _____ Date: _____

By completing this Addendum A, and submitting with the contract, the Client agrees to pay for these reports upon receipt of the products and appropriate billing.

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2025/26 School Services of California Consortium Notice to Interested School Districts & ROPs

ACOE is renewing the Consortium Contract with School Services of California. Please indicate your district's intent to participate by completing the information below.

INTENT TO PARTICIPATE (please check ONE option below)

Yes, it is the intent of the	Eden Area ROP School District to participate in the		ct to participate in
School Services Conso understand that ACOE contract in December of \$3,780 (This is an estimative increase or december of the districts & ROPs that will have participated in the	rtium for the period of Jawill journal the charge of current fiscal year. The mate based on all current frease, there could be a fish to participate must see past. A district may te tten notice. The district notice.	to my district for the ne cost for each parti nt participants. Shou change in the cost p ign this intent form, erminate this agreem	entire cost of the icipating district is ald the number of per district.) All including those that nent prior to June 30,
OR,			
ONo, the or, participates under i		School District do participate C.	pes not wish to
	BO/desianee	 Date	
Anthony Oum	.c, designee	Bute	
Print Name of District C	 CBO/designee		
Please retur	n this form via email n	o later than <u>Au</u> gust	t 1, 2026 to:

Online LEAs only - please complete full Escape account code below:

FUND	OBJ	RES	GOAL	FUN	LOC	MGR	YR	ОРТ
010	5800	0350	0000	7300	700	20		

Gudelia Vicencio-Reyes (gvicencioreyes@acoe.org). Thank you.



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 Network (ACOENet) for

Access Plus Service for the 2025-2026 School Year

BACKGROUND

The Eden Area ROP contracts with the Alameda County Office of Education Network (ACOENet) for connection service to the statewide K-20 network (K12 Highspeed Network) and related maintenance thereof.

CURRENT SITUATION

The attached MOU reflects the new agreement between the Eden Area ROP and ACOENet for the 2025-2026 school year.



Memorandum of Understanding with Eden ROP for Access Plus Service 7/1/2025 to 6/30/2026

This agreement is between Eden Area Regional Occupational Program Center (hereinafter, "Client") and Alameda County Office of Education Network (hereinafter, "ACOENet") for connection service to the statewide K-20 network ("K12 Highspeed Network") and related maintenance and support. Client wishes to contract with ACOENet for connection service to the K12 Highspeed Network ("K12 HSN") and ACOENet is willing to supply the connection to Client. ACOENet and Client agree as follows:

SERVICES

Services provided by ACOENet are described in Appendix A. Any changes to specified circuit type/speed detailed in Appendix A must be made before the signed contract date.

2. PAYMENT

In consideration of the services set forth above to be performed by ACOENet, Client shall pay ACOENet the amount according to the options selected in Schedule A. Client agrees to be billed and pay annually for Internet access and miscellaneous access-related service fees according to the rates established by this agreement. Client agrees to pay invoices 30 days from the date of receipt. Late payment will be grounds for termination of service. If this agreement is terminated, the Client is still responsible for any charges on the Client's account.

3. TERM

The services outlined above shall be provided from 7/1/2025 to 6/30/2026. This agreement may be renewed by a written mutual agreement, signed by both parties, for two additional one-year terms.

4. ALTERATION OF AGREEMENT

This agreement may be modified or terminated only by mutual agreement of the parties where the changes are in a writing that is signed by both parties.

ASSIGNABILITY

Any product or service provided to the Client and may not be assigned, transferred or resold without written authorization from ACOENet.

INDEMNIFICATION

Client shall instruct its personnel and students about copyright laws and the proper use of the Internet. Client shall ensure that personnel and students abide by the policies and regulations of ACOENet (See Appendix B). Client shall indemnify and hold harmless ACOENet, its officers, elected Board, employees, and agents against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from use of ACOENet which may occur to persons or property as a result of its use of ACOENet or permitted by ACOENet, in good faith with due care and without negligence in reliance upon instructions or orders received from Client as to anything arising in connection with this agreement. ACOENet shall be without liability to Client with respect to anything done or omitted to be done, in accordance with the terms of this agreement or instructions properly received pursuant hereto, if

done in good faith and without negligence or willful or wanton misconduct. Client agrees to use ACOENet at its own risk and develop and implement policies and procedures to prevent illegal, libelous, or inappropriate use of ACOENet services. ACOENet specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. In no event shall ACOENet be liable for any loss or other commercial damage, including, but not limited to, special, incidental, consequential or other damages.

Client agrees to protect and indemnify ACOENet against any and all liability, loss, or expense arising from claims including, but not limited to, financial liability for commercial use of the Internet, libel, unfair competition, unfair trademarks, trade names or patents, violations of constitutional rights or rights of privacy and infringement of copyrights and property rights resulting from Client's use of ACOENet.

ACOENet shall indemnify and hold harmless Client, its officers, elected Board, employees, and agents against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from action taken or permitted by Client in good faith with due care and without negligence in reliance upon instructions or orders received from ACOENet as to anything arising in connection with its performance under this agreement. Client shall be without liability to ACOENet with respect to anything done or omitted to be done, in accordance with the terms of this agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct.

The Parties agree that the Laws of the State of California govern this agreement. The Parties agree that the County of Alameda, in which ACOENet and Client are located, shall be the forum for any legal action relating to this agreement and the services provided by ACOENet to Client thereunder.

7. PRIVACY

ACOENet provides virtual services that could house client school district student data. Any client school district student records residing on ACOENet technology platforms will remain the property of the client. Client district student data will not be used for any commercial gain. Furthermore, any student data residing on ACOENet platforms will be removed within 90 days of the termination of this agreement.

8. PENALTIES FOR IMPROPER USES

Any Client violating ACOENet Acceptable Use Policy is subject to loss of network privileges. In addition, pursuant to California law, any unauthorized access, attempted access, or use of any state computing and/or network system is a violation of Section 502 of the California Penal Code and/or other applicable federal laws, and is subject to criminal prosecution. All clients are required to adopt, at a minimum, the ACOENet Acceptable Use Policy ("AUP") and are encouraged to create their own.

9. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the day of deposit in the U.S. Mail, postage pre-paid, certified or registered, return receipt requested, and addressed as follows:

Alameda County Office of Education Attn: Information Technology 313 West Winton Avenue Hayward, CA 94544 Eden Area ROP Attn: IT Manager 26316 Hesperian Blvd Hayward, CA 94545

10. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

11. INTERPRETATION/CONSTRUCTION

The headings set forth in this agreement are for convenience only and shall not be used in interpreting this agreement. This agreement has been drafted by both Parties hereto. Therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed against either party in the interpretation of this agreement.

12. ENTIRE AGREEMENT

Each party acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

13. EXECUTION IN COUNTERPARTS

This agreement may be executed in multiple counterparts by way of facsimile or Adobe pdf format, each of which shall be deemed an original and all of which together shall constitute one agreement.

14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

ACOENet certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this Agreement certifies that ACOENet does not appear on the Excluded Parties List (https://www.sam.gov/).

15. INCORPORATION BY REFERENCE

- 1. Appendix A is incorporated into this agreement as if fully set forth herein for the purposes of describing the services offered, setting forth the fee schedule, and determining the amount Client must pay for selected services.
- The AUP outlined in Appendix B is local policy for ACOENet. ACOENet is an official Node Site for the K12 High-speed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN (K12 High-speed Network) the K12 HSN AUP supersedes local policies.

We, the undersigned,	agree to the above	terms and conditio	ns and we are	e authorized to	sign on behal	f of
our organizations.						

ORGANIZATION: Eden Area ROP	and ACOENet
Anthony Oum, Fiscal Services Administrator	Ryan Choate, Director
Printed name and title	Printed name and title
	Ryan Digitally signed by Ryan Choate DN: cn=Ryan Choate, o=ACOE, ou=IT, email=rchoate@acoe.org,
Signature Date	Choate Oue T, email=rchoate@acce.org, c=US Date Oue T, email=rchoate@acce.org, c=US Oue T, email=rch

Schedule A

Schedule of Services

ACOENet reserves the right to refuse service to anyone at any time for violation of this agreement.

Organization: Eden ROP

Item	Qty.	Description	One Time Cost	Annual Cost
Access Type/Speed	1	Access Plus / 500 Mbps		\$13,090.00
DNS				\$0
Domain Name				\$0
Other				
TOTAL COST				\$13,090.00

Initials:	<u>4-</u>	RC
	ORGANIZATION	ACOFNet

Appendix A

ACOENet Access Plus Services List

Access Plus

ACOENet provides secure, monitored and managed Internet Access to its clients. As part of this service, ACOENet will help match Client's need for service with available funds. ACOENet can also provide for an additional fee: e-mail hosting, web hosting, consulting services in areas such as desktop maintenance, server maintenance, router maintenance, security and firewall configuration, and many other services.

Included:

- Secure, monitored and managed K12 HSN access
- Connection to the Statewide K-20 network (K12 High Speed Network), Internet2 and the commodity Internet by enabling Client to connect data circuit(s) to the ACOE Network Operations Center (NOC)
- Appropriate IP address space (if needed) from ACOENet's address pool (ACOE-owned)
- Primary or secondary domain name hosting service
- Network monitoring from the ACOE NOC to the Client border router
- Coordination of circuit support between the local carrier and Client's IT personnel
- Bandwidth usage reports for districts
- Assistance with circuit selection and provisioning
- Firewall Service

ACOENet Access Plus Fees

Port Speed	Annual Cost
250 Mbps	\$12,000
500 Mbps	\$13,090
1 Gbps	\$15.725
2 Gbps	\$27,585

The pricing contained in this agreement is contingent upon the full funding of the K12 HSN in the California State budget. Revised pricing will be made available in the event K12 HSN is not fully funded or K12 HSN changes it pricing schedule.

Appendix B Acceptable Use Policy

General Acceptable Use:

Network Etiquette:

All users are expected to abide by the generally accepted rules to network etiquette. These include, but are not limited to the following:

- (a) Be polite. Do not get abusive in your messages to others.
- (b) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities, which are prohibited under state or federal law.
- (c) Do not reveal your personal address or phone numbers of students or colleagues.
- (d) Do not use the network in such a way that you would disrupt the use of the network by other users.
- (e) All communications and information accessible via the network should assumed to be private property.

Acceptable Uses:

- Activities that are part of the support infrastructure needed for instruction, scholarship and institutional management of the participant institutions.
- Instructional applications engaged in by students, faculty and staff.
- Communication and exchange for professional development, to maintain currency, or to debate issues in a field or sub-field of knowledge.
- Subject matters/discipline associations, government-advisory, or standard activities related to the user's research, instructional and/or administrative activities.
- Applying for or administering grants or contracts for instruction, professional infrastructure upgrades and student support services.
- Announcements of new products or services used in instruction and institutional research.
- Access to information resources, computers, and people throughout the world.
- Interaction with students, faculty, and staff by electronic mail and other means of electronic communication.
- Access to libraries, information resources, databases, and news from commercial, and non-commercial sources.
- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.

- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

Unacceptable Uses:

Examples of unacceptable use include, but are not limited to, the following:

- Any illegal use of ACOENet, or use in support of illegal activities, is prohibited. Illegal use shall be
 defined as use that violates local, state and/or federal law. This includes, but is not limited to, the
 following: stalking others, transmitting or originating any unlawful, fraudulent or defamatory
 communications, transmitting copyrighted material beyond the scope of fair use without permission of
 the copyright owner, or any communications where the message or its transmission or distribution,
 would constitute or would encourage conduct that is a criminal offense.
- Activities that interfere with or disrupt network users, services, or equipment. Such interference or disruption includes, but is not limited to, distribution of unsolicited advertising or mass mailings; "spamming;" propagation of computer worms or viruses; and using ACOENet to make or attempt to make unauthorized entry to other computational, informational or communications devices or resources. For the purpose of this AUP, "unsolicited advertising" includes any transmission that describes goods, products, or services that is initiated by a vendor, provider, retailer, or manufacturer of the described goods, products, or services, or by a third party retained by, affiliated with, or related to the vendor, providers, retailers, or manufacturer.
- Use in furtherance of profit-making activities (consulting for pay, sales or distribution of commercial products or services for profit, etc.) or use by for-profit companies, unless specifically authorized by ACOENet, the K12 HSN Program Steering Committee and CENIC Board of Directors.
- Use in support of partisan political activities.
- Use for private or personal activities that exceed ACOENet related research, instruction, or administrative applications, or when there is personal monetary gain.



DATE: August 7, 2025

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 The

Baldwin Group for Employer Reporting Services for the 2025-2026

School Year

BACKGROUND

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

CURRENT SITUATION

Since the 2018 tax year, the Eden Area ROP has met the threshold of at least 50 full-time employees and is therefore required to provide health care coverage information to employees for tax reporting purposes under the Affordable Care Act (ACA).

To assist us in meeting this requirement, we have contracted with Burnham Benefits Insurance Services, now operating as The Baldwin Group following their acquisition of Burnham. Although the company name has changed, the Tax ID remains the same.

CONSENT CALENDAR



Employer Reporting Services Agreement

This Agreement ("Agreement") is between <u>Eden Area ROP</u> ("Client") and The Baldwin Group ("Baldwin") and is effective as of July 7, 2025.

Baldwin 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 Baldwin

Baldwin will work with both Eden Area ROP and Greatland to facilitate the final coding, filing and distribution of the required 1095-C's. The 2025 Services includes the actual printing and distribution of Form 1095-Cs.

Upon execution of this Agreement, Baldwin shall provide Client with a specified timeline to provide the data needed in order for Baldwin to guarantee timely performance of the 2025 Services.

Baldwin's 2025 Services are not intended to constitute legal or tax advice.

Client's Responsibilities

Client agrees to timely provide Baldwin with the necessary data and records that Baldwin requires to perform the 2025 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 2025 Services by Baldwin.

- 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 Baldwin 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 2025 Services and promptly notify Baldwin of any errors, omissions, or discrepancies with Client's records. Baldwin 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 Baldwin, 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, Baldwin in connection with the 2025 Services in accordance with the Client's business practices, and to the extent required by applicable law.



Employer Reporting Services Agreement

Term

This Agreement becomes effective as of the date of the signing of the Agreement by Client and terminates upon the completion of the 2025 Services hereunder.

Confidentiality

All sensitive information received from Client to perform the 2025 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.



Employer Reporting Services Agreement

In the event of any Dispute between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this Agreement, to the extent such Dispute is resolved through arbitration or litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

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

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

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

In WITNESS WHEREOF, the parties, by their duly authorized representatives, have entered into this Agreement, effective <u>July 7, 2025</u>.

Total Project Fee: \$5,000 Billed in-full at start of project

Client

Signature

Date

Title

The Baldwin Group

Signature

Date

Title



DATE: August 7, 2025

TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Craig Lang, Director of Adult Programs and Apprenticeships

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

Fresno County Office of Education (FCOE) for Direct Support

Professional Training for the 2025-2026 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

SUPER TO COLVITATION OF STREET OF ST

COOPERATION AND SHARED RESPONSIBILITY AGREEMENT

("Agreement")

Legal Doc. No. of this signed Agreement (Legal use only):

COVER

Program/Event: Direct Support Professional Training (DSPT)

AGENCY

Eden Area Regional Occupational Program (ROP) ("Agency")

Attn: Craig Lang, Director of Adult Programs

26316 Hesperian Boulevard

Hayward, CA 94545

Phone: (510) 293-2905 Email: clang@edenrop.org

FCSS

Fresno County Superintendent of Schools ("FCSS")

Attn: Anthony Ayerza, Executive Director
Dept.: CTE/ROP
Fresno County Office of Education

1318 E. Shaw Avenue, Suite 420

ADDRESS FOR INVOICE: All invoices, if any, to FCSS shall be addressed to the attention of Internal Business Services – Accounts Payable, Fresno County Office of

Fresno, CA 93710 Education, 1111 Van Ness Ave,

Phone: (559) 497-3860 Email: aayerza@fcoe.org Fresno, CA 93721

CONTRACT TERM (see § 3.1)

"Effective Date": July 1, 2025

"Termination Date": June 30, 2026

TERMINATION DURING CONTRACT TERM (see § 3.2)

Ground for Termination (mark one): With cause

X With or without cause

"Notice Period": At least 30 days before the effective date of termination of this Agreement

AGENCY OBLIGATIONS. Agency's obligations under this Agreement (collectively "Services") include those required of Agency in the General Terms and Conditions, any shared obligations stated below, and the following:

- 1. What Services will Agency provide: Agency 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 implement an effective DSPT program in the East Bay Regional Center Catchment area. Agency shall:
 - 1. Provide FCSS with a 2025-26 DSPT Training and Challenge Test schedule to meet the needs of Community Care Facility DSPs within the East Bay Regional Center Catchment area at least six (6) weeks prior to the start of session. Testing and training schedules shall include the name of the trainer/proctor, date, time, location, and room capacity of each session;
 - 2. Provide certified DSPT trainers and proctors in accordance with State DSPT certification standards and requirements;
 - 3. Provide the necessary and appropriate facilities to conduct DSPT Trainings and Challenge Tests as indicated in the submitted 2025-26 DSPT Training and Challenge Test schedules;
 - 4. Conduct DSPT Trainings and Challenge Tests according to the scheduled testing and training sessions, utilizing only DDS approved testing and training materials;
 - 5. Participate in DSPT State mandated trainings;
 - 6. Participate in regional DSPT advisory meetings;
 - 7. Provide DSPT program training materials (bubble packs, med containers, timers, clipboards, paper towels, etc.).

- 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.
 - Z 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.
 - <u>X</u> 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):

С	ONTRACT 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.
<u>X</u>	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.
	X2. 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):
ap Pa Se pa	Provice and "Payment Schedule" : Each invoice shall comply with Section 2.2 and must be received and opproved by Payor before Payee may receive any payment under this Agreement. If 1, 2, or 4 is marked above, ayor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, the ervices required of Payee for the period for which Payee requests payment. If 3 is marked above, Payor shall ay Payee within 30 days after Payee has completed, in accordance with this Agreement, all Services required 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: Title:	Craig Lang 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.

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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.
- FEDERAL GRANT FUNDS. The provisions of this Subsection applies if this Agreement is paid, in 1.5.2 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 Payees 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, nonowned 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, crossaction, 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 7, 2025

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 2025-2026 School

Year

BACKGROUND

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

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 Local Control Funding Formula (LCFF) funding levels

CONSENT CALENDAR



Sacramento, CA 95814

Questions? Email: KellyS@sscal.com or LeilaniA@sscal.com

Career Technical Education Joint Powers Authority Coalition

Letter of Agreement to Participate 2025-26

	2025-26	
The Authority Coalition (Coalition), effec	- · · · · ·	cipate in the Career Technical Education Joint Powers 2026.
for career technical education (CTE	e) programs and direct funding for	participate in legislative efforts for sustained funding or JPAs that provide CTE programs. In addition, the posals that impact regional occupational centers or
(SSC) to provide legislative services and advocating on behalf of the C	for the Coalition. Legislative service oalition before the California Statia Department of Education, the Ca) will contract with School Services of California Inc. ces shall include, but not be limited to, representing te Legislature, the Governor's Office, the California alifornia Community Colleges Chancellor's Office, and
well as regular remote meetings threelated to CTE and to give Coaliti	oughout the year. Remote meeting on members a shared space to	n meetings (to the extent possible) of the Coalition as gs shall be used to provide policy updates on matters discuss best practices and identify challenges and pers of the Coalition to develop the agenda for the
The contract on behalf of the Coaliti 2026. The contracted amount will be	·	ths, beginning July 1, 2025, and terminating June 30, which includes expenses.
The membership fee for July 1, 2025	5, to June 30, 2026, is \$4,600 per pa	articipant for the term of the contract.
Superintendent Name:		
Email Address:		
Name of JPA:		
Enrollment Count:	County:	
Mailing Address:		
Telephone No.:		
List of Participating School District	cs:	
Membership Fee:	\$4,600.00	
Additional Contacts (for CTE JPA Co	palition emails):	
Name	Job Title	Email Address
Signature	·····	Date
Please make che	ecks payable to MetroED. 1	This serves as an official invoice.
Please make checks payable to Me	troED and submit this agreement a	along with payment to:
c/o Tina Gerges School Services of California Inc. 500 Capitol Mall, Suite 1700	Please note new a	address

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DATE: August 7, 2025

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 2025-2026 School Year

BACKGROUND

The Business Services Department has a need to reconcile fiscal activities in preparation for Fiscal Year End 2024-2025 and multiple points throughout Fiscal Year 2025-2026.

CURRENT SITUATION

The attached agreement is the working agreement with independent contractor, Sonia Elgar, for the 2025-2026 school year. Sonia has supported the Business Services Department and the Adult Programs Department in the past when the Eden Area ROP has had staff out on leave, and/or for the department's special projects.

CONSENT CALENDAR



AGREEMENT FOR SERVICE 2025-2026

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

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Sonia Elgar (the "Service Provider) between July 1, 2025 through June 30, 2026.

Background:

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

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

Services Provided

- The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of but not limited to the following:
 - Reconciliation of prior 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

2. The term of this Agreement will be from July 1, 2025 and will remain in full force and effect until June 30, 2026, and not to exceed 325 total hours,

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

Performance

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

Compensation

- 4. Eden Area ROP will pay a fee to Sonia Elgar for the Services based on \$100.00 per hour with a not to exceed of \$32,500.00. 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

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

Non-Competition

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

Ownership of Materials

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

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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



DATE: August 7, 2025

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 2025-2026

School Year

BACKGROUND

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

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. The Eden Area ROP is the first Regional Occupational Program to be a member. As a member, the Eden Area ROP benefits from their communities of practice and advocacy. It also provides an opportunity to lift the voice of Career Technical Education advocacy to ensure that career education is an important component of every student's promising future.

CONSENT CALENDAR



NCCPC Champion MOU

This agreement is between Eden Area Regional Occupational Program (EAROP) and the Northern California College Promise Coalition (NCCPC) for the **2025-2026 fiscal year**, starting on July 1 and ending June 30, 2026.

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 shape the coalition's policy agenda and benefit from resultant policy changes.
 - a. From 2025-2028 we will pursue policies and bills that align with the issue priorities indicated in our 3-Year Policy Agenda.
- 2. Access to **partnerships benefits**, where possible, negotiated by the coalition.
 - a. In 2025, we have executed agreements with San José City College, and the University of California Office of the President, with more to follow; and
 - b. A landscape analysis of regional post-secondary options and their support offerings.
- 3. Access to exclusive NCCPC Membership Tools will include:
 - a. Asset Map
 - b. Member Directory
 - c. Members Only NCCPC webpage
 - d. Referrals to grant and fundraising opportunities
- 4. Professional Development or Leadership Opportunities (as openings become available)
 - a. NCCPC Ambassador or Public Speaking
 - b. Steering Committee Leadership
 - c. Committee Co-Chair Appointment
- 5. **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 2025, 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. Free attendance by an unlimited number of your staff at all special events.
 - c. Access to NCCPC-managed resources, toolkits, documents and guides.

Organization's Responsibilities

Champion member organization commits to:

- 1. Participation 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.

- i. For example, eight (8) committee meetings will require attendance if 11 are held. Ad hoc committees may or may not hold meetings.
- b. The three (3) standing committees are:
 - i. Communities of Practice Committee
 - ii. Policy Committee
 - iii. Partnerships Committee
- c. Ad hoc committees may be formed during the course of the year, past committees include:
 - i. Evaluation Plan Ad Hoc Committee
 - ii. Financial Literacy Ad Hoc Committee
- 2. Participation in at least one campaign during the fiscal year is optional.
 - a. In 2025 there are several active campaigns that NCCPC is leading which include, but are not limited to:
 - i. CA Ban on Scholarship Displacement Act of 2021 implementation
 - ii. CA CSA Coalition backbone plus CalKIDS implementation
 - iii. 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 disaggregate data as necessary toward shared goals.

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

ORGANIZATION (Member)

PRIMARY (signed)	Blaine C. Torpey, Superintendent (printed name/title)	07/01/25 (date)	
DELEGATE (signed)	(printed name/title)	(date)	
NCCPC			
(signed)	(printed name/title)	(date)	
(signed)	(printed name/time)	(date)	



DATE: August 7, 2025

TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Michelle Stephens, Assistant Principal (On-Site)

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

Alameda County Workforce Development Board (ACWDB), Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program for Youth and Young Adult Workforce Development Services for the 2025-2029 School Year

BACKGROUND

The Eden Area ROP was awarded and successfully implemented the past two rounds of Workforce Innovation and Opportunity Act (WIOA). The most recent round 2021-2025 ended June 30, 2025. On January 6, 2025, the Eden Area ROP applied for a third round of WIOA. Alameda County Workforce Development Board (ACWDB) awarded the Eden Area ROP the grant for July 1, 2025-June 30, 2029. This contract codifies the agreements in working together.

CURRENT SITUATION

The Alameda County Workforce Development Board (ACWDB) is contracting with the Eden Area ROP for Youth Innovation Program (WIOA) services. Services include enrollment, assessment, individual service, case management and supportive services for 38 youth for each school year 2025-2029.

Fiscal Impact: The Eden Area ROP will receive up to \$678,552 for Youth Innovation Program (WIOA) services.

CONSENT CALENDAR

Standard Services Agreement Contract Checklist

[EDEN AREA REGIONAL OCCUPATIONAL PROGRAM]

	Copy 1	Copy 2	Copy 3 ACWDB	Copy 4 ACWDB
Minute Order				
Board Letter				
110-9 and 110-9 Supplement				
Questionnaire for Determining the Withholding Status				
original signature in blue ink				
Standard Services Agreement original signature in blue ink				
Exhibit A – Definition of Services (Statement of Work)				
Exhibit A-1 Workplan/Scope of Work				
Exhibit B – Payment Terms				
Exhibit B-1 Budget for WIOA Grants				
Exhibit C – Minimum Insurance Requirements				
Exhibit D – Debarment Suspension Certification				
original signature in blue ink				
Exhibit E – Contract Compliance Reporting				
Requirements				
Exhibit F – Audit Requirements				
SAM.gov				
Exhibit G – WIOA Special Conditions				
Exhibit G-1 – Certification Regarding Lobbying original signature in blue ink				
Exhibit H – Iran Contracting Act (ICA) of 2010 For contracts over \$1 million original signature in blue ink				
Exhibit O – Intentionally Omitted				
Attach B – Language Access Requirements				
Attach C – Confidentiality				
Org Chart				
Organization Budget				
BOD Roster				
Board Minutes				

Updated July 1, 2025

COUNTY OF ALAMEDA STANDARD SERVICES AGREEMENT

This Agreement, dated as of July 1, 2025, is by and between the Alameda County Workforce Development Board (ACWDB), hereinafter referred to as the "County", and Eden Area Regional Occupational Program, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain workforce development services which are more fully described in Exhibit A hereto ("Employment and Training Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Employment and Training Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit A-1	Work Plan
Exhibit B	Payment Terms
Exhibit B-1	Budget for WIOA Grants
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contract Compliance Reporting Requirements
Exhibit F	Audit Requirements
Exhibit G	WIOA Special Conditions
Exhibit G-1	Certification Regarding Lobbying
Exhibit O	Intentionally Omitted
Attachment B	Language Access
Attachment C	Confidentiality

The term of this Agreement shall be from <u>July 1, 2025</u> through <u>June 30, 2029</u>

The compensation payable to Contractor hereunder shall not exceed *nine hundred, sixteen thousand one hundred, twenty-four dollars* (\$916,124) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA		CONTRACTOR/COMPANY NAME	
By:	Signature	Ву:	Signature
Name:	David Haubert	Name:	Blaine Torpey
Title:	President, Board of Supervisors	Title:	Superintendent
Approved as to Form:			
By: County Counsel Signature		By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.	

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of

federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

- 3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or selfinsurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
- 4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
- 5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. **ACCIDENTS:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
- 7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended,

declared ineligible, or voluntarily excluded from participation in such transaction.

- 8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in **Exhibit B-1** hereto.
- 9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
- 10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
- 11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

PERSONAL DELIVERY: When personally delivered to the recipient, notices are effective on delivery.

FIRST CLASS MAIL: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

OVERNIGHT DELIVERY: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: Alameda County Workforce Development Board

24100 Amador Street – Room 610C

Hayward, California 94544 **Attention:** Rhonda Boykin

To Contractor: Eden Area Regional Occupational Program

26136 Hesperian Blvd. Hayward, CA 94545 **Attention:** Blaine Torpey

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:

Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. Contractor shall recruit vigorously and encourage minority and women-owned businesses to bid its subcontracts.
- e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
- 16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
- 17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

- 19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
- 20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its workforce development services shall not exceed \$916,124 (nine hundred, sixteen thousand one hundred, twenty-four dollars) in payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor is approved by County to participate in contract without SLEB participation. As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. The approval is based on: Contractor as a public school or university is a SLEB Exempt Entity.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).

- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation web-based compliance system (see Exhibit E).
- f. County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW**: This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
- 26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
- 27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
- 28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement,

- amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
- 29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
- 30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
- 31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
- 32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
- 33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent,

copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
- 34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
- 35. **EXTENSION:** This Agreement may be renewed for up to three additional years dependent upon successful performance results and availability of WIOA formula funding.
- 36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

County Counsel Signature:	

EXHIBIT A

DEFINITION OF SERVICES

I. Overview. The Workforce Innovation and Opportunity Act (WIOA) of 2014 is designed to help job seekers access employment, education, training, and supportive services to succeed in the labor market, as well as to match employers with the skilled workers they need to compete in the global economy. The workforce system is designed to be two-fold; customer-focused in meeting the needs of businesses for skilled workers, and in assisting individuals with easy access to information and services needed to begin and manage their careers.

The Alameda County Workforce Development Board (ACWDB) is charged with developing and maintaining a workforce development system under WIOA in the local workforce area. In order to advance the vision and mission of ACWDB, the goals of the ACWDB's Local Plan, and maintain compliance with WIOA, the ACWDB issued a Request for Proposal (RFP No. 2025-ACWDB-YP) to procure the youth employment and training services and activities for out-of-school youth (OSY) and young adults ages 16 to 24 and in-school youth (ISY) ages 16 to 21.

- II. <u>Purpose</u>. The purpose of this Agreement is to set forth the respective roles and responsibilities of **Eden Area Regional Occupational Program** (Contractor) and ACWDB (Funder) in the provision of WIOA ISY services.
- III. <u>Program Name</u>. WIOA ISY Youth Innovation Program
- IV. <u>Program Design Requirements</u>. Contractor will develop and implement a program delivery strategy that, at a minimum, will provide youth and young adults with a broad array of coordinated services which includes: academic assistance, occupational skills development, core and leadership skills, and preparation for further education, additional training, and employment; the following aspects are required:
 - A. <u>Eligibility & Enrollment</u>. Contractor will determine participant eligibility for the WIOA ISY program, in accordance with federal, state, and local eligibility requirement and policies. Contractor will ensure that all required eligibility documentation is completed and received prior to participant enrollment into WIOA programs.
 - All eligibility exceptions such as the 5% Additional Assistance Barrier and/or 25% Local Area residency exceptions must be approved by ACWDB Workforce Systems Support Team (WSST) prior to enrollment.
 - B. Objective Assessment (OA). Contractor will ensure that all participants enrolled in WIOA ISY program receive a comprehensive, specialized assessment inclusive of a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive services, and developmental needs of each participant to inform the development of the Individual Service Strategy (ISS). The OA carries a requirement of being completed within the first 30 days

of enrollment. Contractor must submit the activity code 412 within the Management Information System (MIS) within 90 days of enrollment.

Assessments for literacy and numeracy skills must be completed within sixty (60) days of enrollment. Only the following instruments are approved for literacy and numeracy assessments:

- 1. The submission of a recent transcript from the student's current educational provider, which must be submitted prior to enrollment and within 60 days of OA period; or
- 2. Results from a National Reporting System (NRS)-approved Basic Skills Assessment (such as CASAS or TABE) that has been administered within the past six months.
- C. <u>Individual Service Strategy (ISS)</u>. Contractor shall, in collaboration with the participant, identify clear career and/or educational goals with measurable achievement objectives. Contractor shall also engage participant in dialogue and goal setting aligned with career pathways. These goals will be developed using the participant's interests and assessment results, located in the OA.

The ISS must be aligned with all of the WIOA 14 elements and, when appropriate, include indicators for Basic Skills Deficiency (BSD) mitigation. As a living document, the ISS should be updated regularly to reflect the participant's evolving needs and progress.

In addition, the ISS will outline effective exit and follow up strategies to ensure the participant achieves proposed positive outcomes. Contractor must submit the activity code 412 within the MIS within 90 days of enrollment.

- D. <u>Case Management</u>. Contractor will provide comprehensive case management services to WIOA program participants throughout their enrollment in WIOA program activities. Case management services may include but not limited to the following:
 - Providing participants with information, materials, suggestions, and/or advice to help make occupational or career decisions, counseling, and vocational guidance to assist the participant in achieving employment goals, and to make decisions regarding employment and/or training opportunities.
 - 2. Counseling and vocational guidance to assist the participant in achieving employment goals, and to make decisions regarding employment and/or training opportunities.
 - 3. Contacting participants at least once in each 30-day period to review status and progress toward ISS goals and objectives
 - 4. Ensuring active services are recorded in the MIS at a minimum of 90-day intervals to prevent automatic case closure due to inactivity.
 - 5. Maintaining hard copy and electronic participant files in CalJOBS that meet WIOA and ACWDB specifications.

- 6. Entering the OA (412) and ISS (413) activity codes into the MIS system, along with a clock-starting activity code, within 90 days of enrollment to ensure each participant is fully captured in the system.
- 7. Advancing the WIOA 14 elements within the content of the ISS.
- E. <u>WIOA Required 14 Program Elements</u>. Contractor must state in its workplan, the approach to include all required 14 WIOA elements and if not directly provided, must establish a memorandum of understanding with an entity that will provide the services. The 14 required WIOA youth elements are as follows:
 - 1. Tutoring, study skills training, instruction, and evidence-based prevention and recovery strategies that lead to completion of secondary school or its recognized equivalent (including a recognized certificate of attendance or similar documents for individuals with disabilities) or for a recognized post-secondary credential.
 - 2. **Alternative secondary school services** that assist youth who have struggled in traditional secondary education.
 - 3. **Paid and unpaid work experiences** that have academic and occupational education as a component of the work experience, which may include the following:
 - i. Summer employment opportunities and other employment opportunities available throughout the school year;
 - ii. Apprenticeship and pre-apprenticeship programs;
 - iii. Internships and job shadowing;
 - iv. On-the-job training opportunities.
 - 4. **Occupational skills training** is an organized program of study lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations.
 - 5. Education offered concurrently with workforce preparation is an integrated education and training model combining workforce preparation, basic skills, and occupational skills.
 - 6. **Leadership development opportunities** lead to community service and peer-centered activities that encourage responsibility and other positive social and civic behaviors.
 - 7. **Supportive services** enable an individual to participate in WIOA activities
 - 8. **Adult mentoring** is a formal relationship between a youth participant and an adult mentor that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the mentee. The mentoring is for at least 12 months and may occur both during and after-program participation.
 - 9. **Follow-up services** may include regular contact with participant for no fewer than 12 months after the completion of participation.
 - 10. **Comprehensive guidance and counseling** to provide access to individualized counseling in the following areas: mental health, substance use, healthy relationships, as well as referrals to resources such as

- childcare, housing, and food, as appropriate to the needs of the individual participant.
- 11. **Financial literacy education** encompasses information and activities or a range of topics such as creating budgets, setting up checking and savings accounts, managing spending, credit, and debt, understanding credit reports and credit scores, and protecting against identity theft. It provides participants with the knowledge and skills needed to achieve long-term financial stability.
- 12. **Entrepreneurial skills training** provides the basics of starting and operating a small business and developing entrepreneurial skills.
- 13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services including information about various career pathways. This includes using ACWDB's Industry Sector & Occupational Framework (ISOF) as a tool to guide participant conversations.
 - a. Contractor shall become familiar with state and federal Labor Market Information (LMI) data and LMI tools to share relevant LMI with youth.
 - b. Department of Labor (DOL) electronic tools particularly relevant to youth include My Next Move and Get My Future. In addition to connecting youth to self-service LMI tools, it is important for youth providers to share and discuss state and local LMI with youth participants.
- 14. **Post-secondary preparation and transition activities** help youth prepare for and transition to post-secondary education and training. Additional services include, but are not limited to:
 - a. Assisting youth to prepare for SAT/ACT testing;
 - b. Assisting with college admission applications;
 - c. Searching and applying for scholarships and grants;
 - d. Filling out the proper Financial Aid applications and adhering to changing guidelines; and
 - e. Connecting participants to post-secondary education programs, such as community college, trade school, university, and other post-secondary programs.
- F. <u>Incentive Payments</u>. Contractor may provide incentive payment(s) to the youth if the participant completes a milestone in alignment with their ISS, OA, and Action Bulletin 24-03 (AB 24-03). Incentive payments must be indicated in the contractor's budget.
- G. <u>Stipend Payments</u>. Contractor may issue stipends to participants who are experiencing financial distress by providing funds needed for a participant to be successful in the program *in alignment with* (AB 24-03). Stipends may not be used in lieu of supportive services and must be indicated in contractor's budget.

- H. <u>Supportive Services</u>. Contractor must provide a minimum of \$200, for 50% of their enrolled participants, in supportive services for participants who are unable to obtain supportive services through other funding sources. WIOA supportive services are limited to transportation, work-related clothing and safety items, required verification/documentation fees for employment and educational/training/vocational fees and tuition.
 - Contractor will work with participant to identity alternative financial sources such as Pell Grants, California College Promise Grant, Educational Opportunity Program (EOP), and Cal Grants prior to using WIOA funds for supportive services.
- H. <u>21st Century Skills Work Readiness Skills</u>. Contractor will provide all enrolled participants with training in the development of core skills (employability/job readiness) which shall include: adaptability, analysis/solution mindset, teamwork, collaboration, communication, and digital literacy. Digital literacy shall include using workplace aligned technologies, applications, and software.
- V. <u>Contractor Obligations</u>. Contractor will provide the following services under this Agreement:
 - A. <u>Staffing</u>. Contractor will maintain sufficient and appropriate staffing levels, with an appropriate caseload ratio, to maintain clear roles. The Program Manager will not provide case management services, ensuring a separation between management duties and case management responsibilities.
 - B. Work Experience (WEX). Contractor will set aside a minimum of 20% of the total contract amount towards WEX activities. WEX activities shall include such elements as: employability skills; workplace skills; exposure to various aspects of an industry or occupation; progressively more complex tasks; and the integration of basic academic skills into work experience activities, as further outlined in AB 24-01. WEX activities must align with ISOF and be outlined in the monthly narrative and participant case notes.
 - C. <u>WIOA Occupational Skills Training</u>. Contractor will determine the appropriateness of training for youth program participants as part of the participant's ISS and refer participants to appropriate occupational training services.
 - 1. <u>Selection of Training Services</u>. Contractor will ensure that the selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, is informed by the performance of relevant training providers, and is coordinated to the extent possible with other sources of assistance.
 - 2. <u>Apprenticeship/pre-apprenticeship.</u> Contractor will encourage enrollment in an apprenticeship/pre-apprenticeship training when appropriate and feasible, in alignment with the participants ISS goals.

- 3. <u>Industry Sector & Occupational Framework</u>. Contractor will refer WIOA program participants to training services in accordance with the ACWDB ISOF criteria and performance goals.
- D. <u>Job Development & Job Referral</u>. Contractor will provide job seeker services and activities that align with employer need. Job seeker services and activities will be provided in accordance with the ACWDB ISOF criteria.
- E. <u>Follow-up Services</u>. Contractor will maintain relationship with participant and provide quarterly follow-up services for WIOA Youth participants for 12 months after the participant exits the program. Follow-up services are designed to help ensure that participants meet and maintain their educational, employment and career goals and may include:
 - 1. Supportive services.
 - 2. Adult mentoring.
 - 3. Financial literacy education.
 - 4. Services that provide labor market and employment information about in-demand industry sectors and occupations available in the local area, such as career awareness, career counseling, and career exploration services.
 - 5. Activities that help youth prepare for and transition to post-secondary education and training.
- F. Participant Case Files. Contractor will maintain complete participant case files and confidential files containing medical information for each WIOA program participant in accordance with ACWDB requirements. Files shall be submitted in CalJOBS, ensuring they meet WIOA and ACWDB specifications. Case files will be filed securely and in full compliance with Equal Employment Opportunity (EEO), confidentiality, and other applicable rules and regulations. Confidential files are stored securely but separate from participant case files.
- G. Program Outreach. Contractor will conduct sufficient program outreach efforts to achieve stated participant service goals. Contractor will utilize outreach materials translated into other languages to serve its diverse client population. Outreach materials must include the phrase: "This WIOA Title 1 financially assisted program or activity is an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities."
- H. <u>Communications</u>. Contractor will actively participate in ACWDB communication efforts, adhering to the guidelines set by ACWDB members and/or staff. This includes Contractor providing two (2) client success stories per quarter in alignment with the program year. The success stories will be submitted with the Monthly Narrative Report referenced in Exhibit B.

- I. <u>Alignment with Local Plan</u>. Contractor will collaborate to support the implementation of, but not limited to, the following strategies as outlined in ACWDB's Four-Year (2025-2028) Local Plan:
 - When applicable, participate in America's Job Center of California
 Memorandum of Understanding core partner meetings and efforts to achieve
 program coordination, co-enrollment, integration of supportive services, and
 program access to people with disabilities, and service expansion
 through technology.
 - With guidance from ACWDB staff, actively engage in continuous learning (especially front-line staff) about digital fluency, trauma-informed care, case management strategies, cultural sensitivity and humility, equity, and inclusion.
 - Support ACWDB's Business Engagement Model, by seizing opportunities to collaborate with ACWDB staff related to providing hiring and recruiting assistance (when applicable) for the business community, facilitating employer panels, and supporting other business-related activities.
 - When applicable, collaborate with ACWDB staff and partners to enhance WIOA in-school program strategies by incorporating 21st century skills, workbased learning opportunities, and intentional employer partnerships, in program efforts and strategies.
 - When applicable, collaborate with ACWDB staff to successfully implement the new sub-regional model, which aims to further reach workers and job seekers with barriers to employment, by intentionally connecting with workforce partners and community-based organizations that have acquired population-specific expertise.
- J. <u>Supplemental Contract Documentation</u>. Contractor will submit the following documents to ACWDB, including but not limited to those identified in the Supplemental Contract Documentation or as otherwise directed by ACWDB:
 - 1. Service Delivery Strategy (Work Plan).
 - 2. Memoranda of Understanding for any of the required 14 program elements that will be provided by another organization or entity.
 - 3. Written plan for on-going training of WIOA funded staff to ensure expertise on application WIOA rules, regulations, policies, and procedures including training and case management best practices.
- K. <u>Mandatory Meetings and Trainings</u> Contractor will attend:
 - 1. WSST Providers Meetings bi monthly
 - 2. WIOA Youth Providers Meeting monthly
 - 3. ACWDB Youth Committee quarterly meetings (*periodic presentations may be required*).
 - 4. ACWDB Board quarterly meetings (*periodic presentations may be required*).
 - 5. Management Information Systems (MIS) training/meetings.

- 6. Regional capacity building coordination meetings as appropriate under ACWDB adopted initiatives.
- 7. Other meetings/trainings as directed by ACWDB.
- L. <u>Customer-Centered Design</u>. Contractor shall implement a Customer-Centered Design approach to providing WIOA ISY services using customer feedback and continuous improvement efforts in order to improve the quality of customer outcomes and to implement WIOA regulations in a way that adds value for target populations.
- M. <u>Coordination with other ACWDB WIOA Service Providers</u>. Contractor will work collaboratively with the WIOA youth providers and may work collaboratively with ACWDB's Comprehensive America's Job Center of California (AJCC) and the contracted Career Services Collaborative and subcontractors to promote an integrated workforce system.
- N. <u>EASTBAY Works Regional Partnership</u>. Contractor will participate in regional EASTBAY Works youth activities including attending designated meetings, using regional systems, policies and software, and helping to set and monitor regional goals.
- O. <u>Coordination with ACWDB Business Services Unit (BSU)</u>. Contractor may work with the ACWDB Business Services Unit (BSU) to coordinate supply-side (job seeker) activities with demand-side (business) needs and expectations in the local workforce system:
 - <u>Countywide Employer Event Support</u>. Contractor will participate in and assist with countywide job fairs and employer panels requested by ACWDB and BSU.
- P. <u>Tracking & Reporting</u>. Contractor will track and report all required services and activities under this Agreement in the manner and frequency directed by federal, state, or ACWDB policy.
 - 1. <u>Use of ACWDB Designated MIS</u>. Contractor will use the MIS designated by ACWDB to track and report activities and services provided under this Agreement.
 - 2. **<u>Data Entry.</u>** Contractor will enter required service and activity data into ACWDB designated MIS in an accurate, complete and timely manner.
 - 3. <u>Staff Training.</u> Contractor must provide or facilitate access to case management and trauma-informed training to core and frontline staff, aimed at improving service delivery and wraparound support for enrolled youth. The required training will equip staff with skills in de-escalation, providing wraparound services, and following up with appropriate supportive services, when applicable. The successful bidding organization will also provide participants with linkages to mental wellness services as needed. WIOA funds may be leveraged to facilitate staff training.

- 4. <u>Training Leverage</u>. Contractor must document and report all non-WIOA funded participant training information to ACWDB. Training leverage information must include training provider information, training cost, source of non-WIOA funding, and effective date of training. Training information must be provided to ACWDB within thirty (30) days of WIOA enrollment or training start date.
- Q. <u>Performance</u>. Contractor will provide quality, demand-driven services under this Agreement in order to achieve required performance goals. Contractor is responsible for achieving the following performance goals under this Agreement:

PY 2025/2026 Contract Performance Goals

In-School Youth: Eden Area Regional Oc	cupational Program
BENCHMARKS	GOAL
HOW MUCH DID WE DO?	
# OF NEW ENROLLMENTS BY 3/31/2026	
(Full Enrollment) (1)(2)	38
% IN TRAINING THAT LEADS TO	
CREDENTIAL ATTAINMENT	N/A
HOW WELL DID WE DO?	
% RECEIVED WORK-BASED LEARNING	
ACTIVITIES 3 90% of enrollment	90.0%
% RECEIVED CORE-SKILLS/LEADERSHIP	
ACTIVITIES 4 90% of enrollment	90.0%
% RECORDED MEASURABLE SKILL	
GAINS (of those enrolled in trng)	75.0%
% of WEX in ISOF (of those receiving WBL	
activities)	50%
IS ANYONE BETTER OFF?	
% OF CREDENTIALS ATTAINED (65% of	
those enrolled in training)	65.0%
% YOUTH PLACEMENT 6 (of closed cases)	72.0%

- (1) 80% of annual enrollment goals must be achieved before December 31, 2025 and must be reported in CalJOBS prior to the data entry deadline for 2nd Quarter reporting;
- 2 100% of annual enrollment goals must be achieved before March 31, 2026 and must be reported in CalJOBS prior to the data entry deadline for 3rd Quarter reporting;
- **3** Work-based learning activities:

400-Youth Summer Employment432-Apprenticeship408-Internship (Unpaid)433-Career Awareness409-Job Shadow434-Career Exploration

425-Work Experience Paid 435-Career Counseling/Planning

426-Work-Experience Unpaid 427-Internship (Paid) 428-Youth On the Job Training (OJT) 431-Pre-Apprenticeship

437-Pre-Apprenticeship Program with Occupational Skills Training (Approved ETPL Provider) 438-Occupational Skills Training (non-ETPL provider)

- 4 Core Skills/Leadership Activity 410-Leadership Development Services:
 "Participation in leadership development opportunities that encourages leadership development that may include community service and peer mentoring and tutoring; foster responsibility and other positive social and civic behaviors; organizational and teamwork training; decision-making training, as appropriate; citizenship training, including life skills training such as parenting and work behavior training, civic engagement;
- (5) **Training Activity Codes** 415, 416, 418, 421, 429, 430, 432, 437, 438
- 6 **Youth Placement** = Placement in employment, education, advanced training or military
- R. <u>Policies & Procedures</u>. Contractor will comply with all policies and procedures, and any changes necessary, relating to the implementation of WIOA and with changes in the federal, state, county and/or ACWDB regulations, policies or procedures governing WIOA programs.
- S. <u>Prior Approval Requirements</u>. Contractor must obtain prior written approval from ACWDB for: substantive changes to program design or service delivery, subcontracts for consultant, professional or program services; the rental, lease or lease/purchase of equipment; the purchase of any equipment item with a cost of \$10,000 or more; and/or, the rental of office space or property; to be entered into in connection with the performance of this contract.
- T. <u>Monitoring</u>. Contractor may be monitored at any time during the term of this Agreement by authorized federal, state, county, or ACWDB personnel. At a minimum, Contractor will be monitored by ACWDB each program year.
 - 1. <u>Access to Records</u>. Contractor will provide access to any books, documents, papers, and records (including computer records), which are directly pertinent to charges in the program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor and subcontractor staff for the purpose of interviews and discussions related to such documents.
 - 2. **On-site Monitoring**. Contractor will participate in on-site programmatic fiscal and EEO monitoring at least once each program year to ensure that services provided under this Agreement follow applicable rules and regulations.

- 3. <u>Case File/MIS Review</u>. Contractor's MIS data and participant case files will be reviewed by ACWDB staff on an on-going basis throughout the term of this Agreement. Contractor will produce selected case files upon request by ACWDB.
- 4. <u>Monitoring of Expenditures</u>. Contractor will submit regular invoices in a timely manner, in accordance with Exhibit B. Contractor's actual expenditures will be reviewed against budget and planned expenditures.
- 5. <u>Performance Review</u>. Contractor's progress toward achieving performance goals will be reviewed quarterly by ACWDB staff. If Contractor has two consecutive quarters of underperformance, it will be required to submit a Corrective Action Plan and meet with the Assistant Director.
- 6. <u>Subcontractor Monitoring</u>. Contractor will conduct on-site programmatic and fiscal monitoring at least once each program year of all subcontractors providing WIOA program services to enrolled participants. Contractor is responsible for recording findings and ensuring that any needed corrective action has been taken. Copies of all monitoring reports must be maintained by Contractor and made available for review by ACWDB program and fiscal monitors, and state monitors.
- 7. <u>Corrective Action</u>. Contractor will submit a written Corrective Action Plan to ACWDB staff to address any findings and concerns identified during program monitoring and/or quarterly performance review. The Corrective Action Plan will include, at a minimum:
 - a. Acknowledgement of the identified findings and concerns;
 - b. Written plan for correcting each identified finding and concern;
 - c. Timeline for the corrective action;
 - d. Written processes and procedures to ensure that corrected issues are not repeated;
 - e. Single point of contact information for staff responsible for implementing corrective action.

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

Failure to resolve Corrective Action Plan findings may result in Contractor receiving Notice of Tentative Non-Renewal.

- 8. <u>Contract Renewal Criteria.</u> Contractor must meet the following conditions in order for the contract to be recommended for renewal:
 - a. Meets requirements for program and fiscal monitoring;

- b. Meets 80% of contractual performance requirements as stated below by the end of the second quarter (December) and 100% by the end of the third quarter (March):
 - 1. Enrollments
 - 2. Work-based learning opportunities
 - 3. Core skills/leadership activities

(Note: Failure to meet these three performance requirements by the third quarter will result in triggering conditional funding which will lead to the reservation of 25% of the contractors funding. See Exhibit B – Payment terms for more detail.)

- c. Shows significant progress toward contractual performance requirements as stated below by end of third quarter (March):
 - 1. Placement in Training
 - 2. Credential Attainment
 - 3. Placements at Closure
 - 4. Measurable Skills Gain
- d. Submission of an invoice and Monthly Narrative Report (MNR) by the 25th of each month.*
- *Additional details in Exhibit B Payment Terms
- VI. <u>ACWDB Obligations</u>. ACWDB will oversee the delivery and performance of Contractor's obligations under this Agreement.
 - A. <u>Liaison with Funding Agencies</u>. ACWDB will be the single point of contact with federal, state, and local funding agencies for all written and verbal communication regarding services provided under this Agreement.
 - B. <u>Policies & Procedures</u>. ACWDB will develop and issue ACWDB Action Bulletins and ACWDB Information that serve to notify Contractor of new or amended state, federal, or local regulations. All current ACWDB Action Bulletins and ACWDB Information Bulletins can be found on the ACWDB website acwdb.org.
 - C. <u>Training & Technical Assistance</u>. ACWDB will provide regular training and technical assistance to Contractor regarding MIS, date entry, and case file management. Additional technical assistance will be provided at ACWDB discretion, or upon request by Contractor.

VII. Specific Requirements

A. This Exhibit A was drafted to include the requirements contained in the Request for Proposal (RFP No. 2025-ACWDB-YP) and the proposal response of the Contractor (Response), and additional services that ACWDB obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, RFP No. 2025-ACWDB-YP and the Response, the more stringent requirements providing ACWDB with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in RFP No. 2025-

ACWDB-YP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.

The RFP No. 2025-ACWDB-YP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide ACWDB with the broadest scope of services for the best value.

- B. Contractor project team will consist of the following Key Personnel and subcontractors as applicable during the contract term:
 - Blaine Torpey, Superintendent
 - Manuschka Michaud, Principal

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

The approval of ACWDB to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

SCOPE OF WORK

A. Hours of Operation and Holiday Schedule

Street Address, City, Zip Code	Hours of Operation	Days of the Week
		Monday - Friday

Holiday Schedule

Holiday	Date Observed	Holiday

B. Outreach and Recruitment Plan

Describe the outreach and recruitment strategies used to market the program in order to identify eligible participants. Identify the community-based organizations, educational organizations (including alternative schools), regional occupational programs, adult school, community colleges, and the WIOA funded career services provider or (America's Job Center of California [AJCC]) in the geographic area you are funded to serve. Include any collaborations, targeted outreach to specific populations.

For in-school providers, please identify the targeted teachers, courses, and timeframes. Additionally, explain how you plan to identify and select eligible participants from a large pool of applicants.

C. Required Program Elements

Provide a brief description of how each of the fourteen WIOA youth required program elements is provided by the program operator or a partner organization.

	WIOA Required Program Elements (14)	Describe Services Provided	Who Provides Services?
1.	Tutoring, study skills training		
2.	Alternative secondary school Offerings		
3.	Paid and unpaid work experience (i) summer employment opportunities (ii) pre-apprenticeship program (iii) internships and job shadowing		

Date Observed

	(iv) on-the-job training opportunities	
4.	Occupational skill training (note: please list specific industry)	
5.	Work-based learning opportunities	
6.	Leadership development	
7.	Supportive services	
8.	Adult mentoring	
9.	Follow-up services	
10.	Comprehensive guidance and counseling	
11.	Financial literacy education	
12.	Entrepreneurial skills training	
13.	Services that provide labor market and employment information	
14.	Transition to post-secondary education and training opportunities	

D. Staffing Plan

Please submit a staffing plan that includes the key functional areas of responsibility: Program manager; career navigator, case manager, business engagement/job development, and systems/data management.

Include caseload estimates and full-time equivalence (% and # of hours).

Please provide organization chart inclusive of WOIA funded positions and the overall organization.

Please provide a list of staff training related to evidence-based programming and the entity to provide the training.

E. Work Experience Requirement

Please explain how your organization plans on utilizing the 20% Work Experience (WEX) Requirement.

Be sure to provide a list of organizations that will offer WEX Activities and specify the type of training, paid/unpaid opportunity, and specific industry.

If a percentage of staff salaries will go towards WEX, list the staff title and projected time spent.

F. Training that leads to WIOA recognized credentials

Please identify training opportunities that lead to WIOA recognized credentials that will be introduced to WIOA participants (please utilize the <u>Post Secondary Credential Attainment Tool | U.S.</u>

Department of Labor if needed).

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G. Monthly Performance Plan

Performance goals for Program Year 2025/2026 require 80% goal attainment by December 31, 2025 and 100% attainment by March 31, 2026. Please complete the chart to indicate performance that will lead to the contracted goal attainments.

	Annual	Cumulative total to achieve by the end of each month					
Measure	Goal	Jul	Aug	Sept	Oct	Nov	Dec
New Enrollments							
Work-Based Learning							
Core Skills/Leadership							
In Training (Credential)							
Measurable Skills Gain							
Placement at Closure							
Credential Attainment							

	Annual	Cumu	Cumulative total to achieve by the end of each month					
Measure	Goal	Jan	Feb	Mar	Apr	May	Jun	
New Enrollments								
Work-Based Learning								
Core Skills/Leadership								
In Training (Credential)								
Measurable Skills Gain								
Placement at Closure								
Credential Attainment								

EXHIBIT B

PAYMENT TERMS

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

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

I. Budget

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

A. Exhibit B-1: WIOA Grants

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

- 1. Total payments to Contractor under this Agreement will not exceed the contract total detailed in Exhibit B-1.
- 2. Expenditures under this Agreement will tie to identified line-times included in Exhibit B-1; no other line-item costs will be allowed.
- 3. Exhibit B-1 Work Experience line item must equal a minimum of 20% of total contract amount.
- 4. Expenditures under this Agreement will support allowable activities described in Exhibit A. No services or activities outside the scope of this Agreement will be reimbursed.
- 5. No administrative costs will be included in Exhibit B-1 or reimbursed under this Agreement; Non-WIOA resources will cover all administrative functions relative to WIOA expenditures.
- 6. An approved indirect cost rate from a cognizant agency <u>must</u> be submitted if indirect costs are charged under this Agreement.

B. Budget Revision Procedures

- 1. No budget revision/modification request may increase the contract amount/maximum.
- 2. Contractor may adjust the approved budget by no more than 10% of any line-item without prior approval from ACWDB; any adjustment to the budget that exceeds this 10% line-item allowance requires written prior approval from ACWDB. The Work Experience line item cannot be decreased.

- 3. Contractor may request a budget revision/modification, in writing, at any time during the term of this Agreement. Requests for budget revision/modifications, including a revised line-item budget and justification should be submitted in writing to the appropriate ACWDB program staff identified in Section III of this Exhibit. The Work Experience line item cannot be decreased.
- 4. Approved budget revision/modifications will be formalized through an administrative amendment to this Agreement.

C. Cost Settlement/Final Payment Provisions

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

D. Conditional Funding WIOA

Conditional funding may apply if Contractor has deficiencies identified in contract performance goals and other contract requirements at the end of the third quarter (March 31). Conditional funding triggers the withholding of funds as follows:

1. Up to 25% of funding will be held in reserve until 100% of specified performance goals are met or until June 30. If 100% of contract performance goals are not achieved by June 30, then the percent of funding held in reserve may be forfeited by the Contractor.

E. Conditions of withholding payment

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

III. Invoicing Procedures

A. Submission of Invoices

- 1. Contractor will submit an electronic copy of its monthly invoice, including supporting line-item detail in the required format by the 25th day of the month following the month of service for all expenditures incurred under this Agreement. Electronic copies of invoice and required documentation should be sent via email to Contractor's designated Program Liaison.
- 2. Upon notification of approval by the Program Liaison, Contractor shall submit original signed invoices (in blue ink) to:
 - Ayana Cruz, Youth Program Specialist
 Alameda County Workforce Development Board
 24100 Amador Street, Room 610C Hayward, CA 94544
 - b. Scan original invoice and email to: ssainvoices@acgov.org and email a copy to syana.cruz@acgov.org.
- 3. A Monthly Narrative Report (MNR) must accompany the original invoice.

IV. Funding and Reporting Requirements

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

V. Additional Terms and Conditions of Payment

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

- A. Invoices will be reviewed for approval by the County, within 10 days of receipt from Contractor.
- B. Total payment under the terms of this Agreement will not exceed the total contract amount/maximum detailed in the Standard Services Agreement, Item 20. This cost includes all taxes and all other charges.
- C. Provisional payments may be provided under this Agreement at the sole discretion of the County. Contractor will ensure that no provisional payments made under this Agreement are commingled with any other funds in the possession of or vested in Contractor or to which Contractor is entitled. Any interest earned on said provisional payments shall be treated as program income.

All program income shall remain with Contractor and may be expended under this Agreement until such time as no further program activities are planned by Contractor, at which time any unexpended program income will be returned to County.

D. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

EXHIBIT C COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
Α	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
В	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
С	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises

F Endorsements and Conditions:

- 1. **ADDITIONAL INSURED:** All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
- 2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
- 3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
- 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
- 6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
- 7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.

CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.

EXHIBIT D

COUNTY OF ALAMEDA DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000)

The contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of
 competent jurisdiction in any matter involving fraud or official misconduct within the past
 three years.

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

By signing this contract and Exhibit D, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to: 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: (Agency name)

NAME:

TITLE:

SIGNATURE:

DATE:

Exhibit D Revised 8/2018

EXHIBIT E

CONTRACT COMPLIANCE REPORTING REQUIREMENTS

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

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

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

Exhibit F

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

- 1. Non-Federal entities which are determined to be sub-recipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
- 2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
- 3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

- 1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
- 2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

- 1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
- 2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
- 3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
- 4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

- 1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
- 2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

In addition, one complete copy of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to: Alameda County Workforce Development Board, attention Fiscal Manager – 24100 Amador Street, Suite 610C, Hayward, CA 94544.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

EXHIBIT G

Workforce Innovation & Opportunity Act (WIOA) - Special Conditions

I. COMPLIANCE

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

- A. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures, and amendments issued pursuant thereto.
- B. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
- C. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- D. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- E. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs.
- F. Contractor will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

II. FUNDING

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

- A. This Agreement is valid and enforceable only if:
 - 1. Sufficient funds are made available by the approved Alameda County Workforce Development Board (ACWDB) budget for the appropriate fiscal year, and
 - 2. Sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this Agreement for the purposes of this program, and
 - 3. Sufficient funds are made available to the state by the United States Government for the fiscal years covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- B. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to ACWDB, and no longer available to the Contractor.

- C. ACWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Contractor is given prompt notice and the opportunity for an informal review of ACWDB's decision. The ACWDB Director or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Contractor or a Subcontractor of the Contractor to comply with the provisions of this Agreement, or with WIOA or other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- D. If applicable, Contractor will be liable to the ACWDB for all funds not expended in accordance with WIOA and shall return to ACWDB all of those funds.

III. RESOLUTION

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

IV. PROCUREMENT STANDARDS

Contractor must use the methods of procurement in accordance with 2 C.F.R. § 200.320.

V. GRIEVANCES AND COMPLAINT SYSTEM

Contractor will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy.

VI. REMEDIES FOR NON-COMPLIANCE

If Contractor fails to comply with federal statutes, regulations or the terms and conditions of a federal award, ACWDB Entity may impose additional conditions, as described in 2 C.F.R. § 200.207, Specific conditions. If ACWDB determines that noncompliance cannot be remedied by imposing additional conditions, the ACWDB may take one or more of the actions listed in 2 C.F.R. § 200.338 or listed in applicable ACWDB Bulletins.

VII. DISALLOWED COSTS

Except to the extent that ACWDB determines it will assume liability, Contractor will be liable for and will repay to ACWDB, any amounts expended under this Agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA.

VIII. AUDIT REQUIREMENTS

A. Contractor will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.

B. Contractor and/or auditors performing monitoring or audits of the Contractor or its sub-contracting service providers will immediately report to ACWDB any incidents of fraud, abuse or other criminal activity in relation to this sub-grant agreement, the WIOA, or its regulations.

IX. ENTIRE AGREEMENT

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

X. UNENFORCEABLE POSITION

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

XI. ACCOUNTING AND CASH MANAGEMENT

- A. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursal of, and accounting for, program funds paid to the Contractor and disbursed by the Contractor, under this Agreement.
- B. Contractor will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any subcontracting service provider in accordance with procedures established by ACWDB.
- C. ACWDB retains the authority to adjust specific amounts of cash requested if ACWDB records and subsequent verification with Contractor indicate that Contractor has an excessive amount of cash in its account.
- D. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by ACWDB. Contractor will account for any such generated income separately.
- E. Contractor shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this Agreement, will be made by check or wire transfer payable to Contractor for deposit in Contractor's bank account or city and county governmental bank accounts.

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

XII. AMENDMENTS

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

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

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

XIII. REPORTING

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

XIV. RECORDS

- A. If participants are served under this Agreement, Contractor will utilize the participant data system prescribed by ACWDB.
- B. Contractor will retain all records pertinent to this Agreement for a period of three years from the date of final payment of this Agreement. If, at the end of three years, there is litigation or an audit involving those records, Contractor will retain the records until the resolution of such litigation or audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.
- C. ACWDB, the California Employment Development Department (EDD) and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement. For purposes of this section, "access to" means that Contractor shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this Agreement. The Contractor shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the Agreement. Contractor's performance under the terms and conditions herein specified will be subject to an evaluation by ACWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

XV. SUBCONTRACTING

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

XVI. CERTIFICATIONS AND ASSURANCES

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

- A. <u>Corporate Registration</u>: Contractor, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- B. <u>Americans with Disabilities Act (ADA)</u>: Contractor assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- C. <u>Sectarian Activities</u>: The Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- D. <u>National Labor Relations Board Certification</u>: Contractor certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- E. <u>Federal Funding Accountability and Transparency Act (FFATA)</u>: By signing this Agreement, Contractor hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- F. <u>Prior Findings</u>: Contractor, by signing this Agreement, certifies that it has not failed to satisfy any major condition in a current or previous Agreement with ACWDB, the DOL or the State of California and has not failed to satisfy conditions relating to the

- resolution of a final finding and determination, including repayment of debts.
- G. <u>Drug Free Workplace Requirement</u>: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - 2. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - 3. Every employee who works on the proposed sub-grant agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the sub-grant agreement.
 - 4. Failure to comply with these requirements may result in suspension of payments under this sub-grant agreement or termination of the sub-grant agreement or both and Contractor may be ineligible for award of any future sub-grant agreements if the Pass-through Entity determines that any of the following has occurred: the Contractor has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code§ 8350 et seq.)
- H. <u>Expatriate Corporations</u>: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1 and is eligible to enter into Agreements funded by the State of California.
- I. <u>Priority Hiring Considerations</u>: If this Agreement includes services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code \$11200 in accordance with Pub. Contract Code \$10353.
- J. Sweat-free Code of Conduct:
 - 1. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to this sub-grant agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced

- labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code§ 6108.
- 2. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).
- K. <u>Child Support Compliance</u>: For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code§ 7110, that:
 - 1. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with \$5200) of Part 5 of Division 9 of the Family Code; and
 - 2. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Pass-through Entity.
- L. <u>Air/Water Pollution Violation Certification</u>: Under the State laws, Contractor shall not be:
 - 1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - 2. subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or
 - 3. Finally determined to be in violation of provisions of federal law relating to air or water pollution.
- M. <u>Clean Air Act</u>: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- N. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, Contractor certifies that it is in compliance with Public Contract Code § 10295.3.
- O. <u>Debarment and Suspension Certification</u>: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Contractor), to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

- 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
- 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

- P. <u>Lobbying Restrictions</u>: By signing this Agreement, Contractor hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).
 - 1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this sub-grant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for sub-grant agreement transactions over \$100,000 (per OMB) at all tiers (including sub-grant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all Contractors shall certify and disclose accordingly.
 - 4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the

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following laws and will remain in compliance for the duration of the award of federal financial assistance:

- Section 188 of WIOA, prohibits discrimination against individuals in any a. program or activity that receives financial assistance under Title I of WIOA as well as by the partners listed in WIOA Section 121(b) that offer programs or activities through the local Workforce system. It is against the law for any recipient of federal financial assistance to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the individual's citizenship status or participation in any WIOA Title Ifinancially assisted program or activity. Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request, and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- 2. Contractors and any of its subcontractors under this Agreement shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 g-f, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, and section 7285. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement and Contractor or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 3. Contractor shall include nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract. Contractor agrees to conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirements referenced in this section, as follows:
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without

regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, must include the following taglines: This WIOA Title I financially assisted program or activity is an "Equal Opportunity Employer/Program." Auxiliary aids and services are available upon request to individuals with disabilities.

- b. Contractor shall, if requested to do so by the County, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c. If requested to do so by the County, contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. Contractor shall recruit vigorously and encourage minority and women-owned businesses to bid its subcontracts.
- e. Nothing contained in this contract shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- f. The contractor shall include the provisions set forth in paragraphs a) through e) (above) in each of its subcontracts.

The Contractor also assures that, as a recipient of WIOA Title Ifinancial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

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

XVII. INTELLECTUAL PROPERTY PROVISIONS

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

A. Pursuant to 2 CFR 200.315, in any Agreement funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in

- 2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the sub-grant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so.
- B. Pursuant to 2 CFR 2900.13, Intellectual Property developed under this Agreement will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

XVIII. CONFIDENTIALITY REQUIREMENTS

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

- A. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- B. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- C. The Contractor agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this Agreement.
 - 1. <u>Aggregate Summaries</u>: All reports and/or publications developed by Contractor based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - 2. <u>Publication</u>: Prior to publication, Contractor shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - 3. <u>Minimum Data Cell Size</u>: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

- D. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- E. Contractor shall notify ACWDB of any actual or attempted information security incidents, within 24 hours of initial detection. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage or destruction, or unauthorized access, use, modification, or disclosure of information assets.
 - Contractor shall cooperate with ACWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure *or* a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Contractor learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then Contractor must provide notification to individuals pursuant to California Civil Code Section 1798.82.
- F. Contractor shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- G. At no time will confidential data obtained pursuant to this A greement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- H. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- I. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- J. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- K. If ACWDB or Contractor enters into an agreement with a third party to provide WIOA services, the ACWDB or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- L. In the event that Contractor subcontracts any services under this Agreement, the

 Exhibit G Page 12 of 13 Revised

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following requirements must be included in the subcontracts:

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

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EXHIBIT G-1

ALAMEDA COUNTY WORKFORCE DEVELOPMENT BOARD CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 29 CFR Part 93, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 20 CFR §93.110, for persons entering into a grant, cooperative agreement, or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 29 CFR §93.110 (b)(2), the applicant certifies that to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification regarding lobbying.		
Printed Name and Title of Authorized Representative	Award Number and/or Project Name	
Signature	 Date	

EXHIBIT O

THIS PAGE INTENTIONALLY OMITTED

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

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

CONFIDENTIALITY - CONTRACT PROVISIONS

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

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

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

INFORMATION ITEMS



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Summer Programs Update

BACKGROUND

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

The Eden Area ROP was able to provide 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
- Student Training and Employment Program (STEP) Summer Internships for Students with Disabilities through the Alameda County Workforce Development Board (ACWDB) STEP Grant
- Urban Farming through the City of Hayward and the Hayward Unified School District (HUSD)

RECOMMENDATION

Information only



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

PREPARED BY: Craig Lang, Director of Adult Programs & Apprenticeships

SUBJECT: Out of State Conference: SPARK

BACKGROUND

SPARK is an annual electrician expo hosted by an organization dedicated to supporting independent electrical contractors. The conference features expert-led, role-specific training designed for all levels of the electrical industry, whether attendees are business owners, project managers, or field technicians. Each learning track offers relevant, practical content to help participants advance their skills and stay current in the field.

The Adult Programs Department is informing the Board about their attendance at an out of state conference. The funding model for Adult Programs is fee-based, with all expenses directly supported by that model.

CURRENT SITUATION

The full-time daytime Electrical instructor maintains a rigorous, year-round teaching schedule. This conference presents a valuable opportunity for timely professional development, particularly given recent updates to the National Electrical Code (NEC). The instructor has been leading the electrical program for five years and will benefit from the updated technical training offered at SPARK.

During this fiscal year, 2025-2026, SPARK is holding their conference from September 26-28, 2025, in Phoenix, Arizona. The Adult Programs Department plans to send a certificated staff member to the conference.

RECOMMENDATION

Information only



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

SUBJECT: Perkins Eastman Facilities Master Plan Board Visioning Workshop

BACKGROUND

The Eden Area ROP facilities are almost 60 years old. There is a need to update and modernize the campus.

The Eden Area ROP is making every effort to prepare for the release of Proposition 2 school facility funding, through the Career Technical Education Facilities Program (CTEFP). This is an existing program that was used to disburse Proposition 51 facility bond funding.

As a best practice and a requirement for facilities funding, the Eden Area ROP will prepare a Five Year Facilities Master Plan.

CURRENT SITUATION

To address the Eden Area ROP's efforts to ensure that the facilities remain up-to-date, meet the needs of students and staff, and fulfill a requirement for CTEFP funding, the Eden Area ROP has engaged with Perkins Eastman. Perkins Eastman is an architecture, interior design and planning firm that has provided planning and design for primary and secondary schools for over 40 years. They have worked on projects locally, statewide and across the nation.

Perkins Eastman will be guiding the development of the Eden Area ROP Five Year Facilities Master Plan. This will support the Eden Area ROP's effort to access CTEFP Prop 2 funding and contribute to the development of a long-range strategic plan.

Perkins Eastman staff will be conducting a Visioning Workshop with the Governance Team as part of the overall engagement plan.

The Board Visioning Workshop materials will be provided under separate cover to the Governing Board. Additionally, copies are available to the public, upon request.

RECOMMENDATION

Information only

ACTION ITEMS



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

SUBJECT: Request the Governing Board to approve the adoption of

Resolution 1-25/26: Signature Card-Board Members, Resolution 2-25/26: Signature Card-Authorized Agents: Payroll Warrants and Disbursements and Resolution 3-25/26: Signature Card-Authorized

Agents: Official Documents and Reports

BACKGROUND

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

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 3-25/26, reflect the signatures of current board members and Eden Area ROP administrators.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 1-25/26: Signature Card-Board Members, Resolution 2-25/26: Signature Card-Authorized Agents: Payroll Warrants and Disbursements and Resolution 3-25/26: Signature Card-Authorized Agents: Official Documents and Reports.



Signature Card-Board Members Fiscal Year 2025-2026

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		Juan Campos
	Signature	Type Name
3.		Sara Raymond
	Signature	Type Name
4.		Kenneth Rawdon
	Signature	Type Name

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 7^{th} day of August 2025 by the following vote:

Boar	d Member	Ayes	Noes	Abstentions	Absent
Jame	es Aguilar		-	·	
Juan	Campos				
Sara	E. Raymond				
Kenr	neth Rawdon				
Alt: _				<u> </u>	
Alt: _				·	
Total					
	nd were affixed in		ermy mar me s	ignature(s) appear	ing above are
Date	 	Signat	rure, President	of the Governing B	oard
		sider the resoluti		nchanged from the , approved	
Date		Signat	rure, President	of the Governing B	oard



Signature Card- Authorized Agents: Payroll Warrants & Disbursements Fiscal Year 2025-2026

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.		Blaine C. Torpey	Superintendent
	Signature	Type Name	Title
			D: 1 (
			Director of
			Adult Programs &
2		Craig Lang	<u>Apprenticeships</u>
	Signature	Type Name	Title
3.		Manuschka Michaud	Principal
	Signature	Type Name	Title
			Assistant Principal
4.		Michelle Stephens	(On-Site)
	Signature	Type Name	Title
			Assistant Principal
5.		Laura Guajardo	(Off-Site)
	Signature	Type Name	Title
			Human Resources
6.		Mercedes Henderson	Administrator
	Signature	Type Name	Title
			Fiscal Services
7.		Anthony Oum	Administrator
-	Sianature	Type Name	Title

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 7th day of August 2025 by the following vote:

Board Member	Ayes	Noes	Abstentions	Absent
James Aguilar				
Juan Campos				
Sara E. Raymond				
Kenneth Rawdon				
Alt:				
Alt:				
Totals				
true and were affixed	in my presence.			
Date	Signa	iture, President	of the Governing B	oard
	onsider the resolu	-	inchanged from the , approved	•
Date	Signa	iture, President	of the Governing B	oard

Eden Area ROP RESOLUTION NO. 3-25/26

Signature Card- Authorized Agents: Official Documents & Reports Fiscal Year 2025-2026

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	Signature	Blaine C. Torpey Type Name	Superintendent Title
		- //-	Director of Adult Programs &
2	Signature	Craig Lang Type Name	Apprenticeships Title
3	Signature	Manuschka Michaud Type Name	Principal Title
4	Signature	Michelle Stephens Type Name	Assistant Principal (On-Site) Title
5	Signature	Laura Guajardo Type Name	Assistant Principal (Off-Site) Title
6	Signature	Mercedes Henderson Type Name	Human Resources Administrator Title
7	Signature	Anthony Oum Type Name	Fiscal Services Administrator Title

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 7th day of August 2025 by the following vote:

Board Member	Ayes	Noes	Abstentions	Absent
James Aguilar				
Juan Campos			_	
Sara E. Raymond				
Kenneth Rawdon				
Alt:				
Alt:				
Totals				
true and were affixed	in my presence.			
Date	Signa	iture, President	of the Governing B	oard
	onsider the resolu	-	inchanged from the , approved	•
Date	Signa	iture, President	of the Governing B	oard



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

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

Governing Board Meetings for the 2025-2026 School Year

BACKGROUND

The Eden Area ROP annually presents the Governing Board with the Governing Board meeting calendar for the upcoming school year. Meetings are held on the first Thursday of every month at 5:45 pm, with the exception of January and July where no meetings are held.

CURRENT INFORMATION

At the June 6, 2025 Board meeting, the Governing Board approved the proposed meeting dates for the first Thursday of each month from August 2025 through June 2026 with the exception of December, April, and June. These three months were tabled due to potential conflicts with other events and are now being brought back for further discussion and approval.

Staff have identified a few scheduling considerations and proposed alternative dates to address them. They have also confirmed that the presented dates do not conflict with the board meeting schedules of the partner districts.

The Superintendent requests that the Governing Board review the proposed options outlined in the memo and take action to finalize the remaining meeting dates to complete the 2025-2026 Governing Board meeting calendar.

RECOMMENDATION

It is recommended that the Governing Board approve the revised calendar of Governing Board meetings for the 2025-2026 school year.





Date: August 7, 2025

To: Eden Area ROP Governing Board Members

From: Blaine Torpey, Superintendent

Re: 2025-2026 Governing Board Meeting Dates

There are several potential conflicts with the 2025-2026 Governing Board meeting schedule. Below are options to resolve these conflicts. Staff has confirmed the proposed dates do not overlap with scheduled partner districts' Board meetings.

DECEMBER MEETING:

CSBA's Annual Education Conference (AEC) is scheduled for Thursday, December 3, 2025 through Friday, December 5, 2025 in Sacramento. This will conflict with the Eden Area ROP December meeting if Governing Board members are planning to attend the conference. The Eden Area ROP staff is suggesting the following options:

- 1. Leave the meeting at our regularly scheduled time on December 4, 2025 at 5:45 pm
- 2. Change the date to Monday, December 8, 2025 at 5:45 pm
- 3. Change the date to Thursday, December 11, 2025 at 5:45 pm

District Meetings in December:

San Leandro	Tuesdays	December 9
San Lorenzo	Tuesdays	December 9 and 16
Hayward	Wednesdays	December 10
Castro Valley	Wednesdays	December 10

APRIL MEETING:

The Eden Area ROP, along with two of the four school districts will be on Spring Break March 30, 2026 through April 3, 2026. The first Thursday of the month will be April 2, 2026. The Eden Area ROP is requesting that the April Governing Board meeting be held the second week of April on Thursday, April 9, 2026. The Eden Area ROP staff is suggesting the following option:

1. Thursday, April 9, 2026 at 5:45 pm

District Meetings in April:

San Leandro	Tuesdays	April 14 and 28
San Lorenzo	Tuesdays	April 21
Hayward	Wednesdays	April 15
Castro Valley	Wednesdays	April 8 and 22

District Spring Break:

San Leandro	Monday-Friday	4/6-4/10
San Lorenzo	Monday-Friday	4/6-4/10
Hayward	Friday-Friday	3/27-4/3
Castro Valley	Monday-Friday	3/30-4/3
Eden Area ROP	Monday-Friday	3/30-4/3

JUNE MEETING:

Historically, San Leandro Unified School District holds their high school graduation ceremony on the last day of school. In 2026, the last day for San Leandro High School is Thursday, June 4, 2026 and will conflict with our June Board meeting. The Eden Area ROP is requesting that the June Board meeting be held the next day on Friday, June 5, 2026. This date would be in alignment with what we have done in previous years. The Eden Area ROP staff is suggesting the following options:

- 1. Friday, June 5, 2026 at 5:00 pm
- 2. Friday, June 5, 2026 at 5:45 pm

Districts' Last Day of School:

Castro Valley	Friday	5/29
San Lorenzo	Wednesday	6/3
San Leandro	Thursday	6/4
Hayward	Friday	6/5

District Meetings in June:

San Leandro	Tuesdays	June 9 and 16
San Lorenzo	Tuesdays	June 2 and 16
Hayward	Wednesdays	June 10 and 24
Castro Valley	Wednesdays	June 10 and 24

JUNE SPECIAL BOARD MEETING:

To support the timely adoption of the 2025–2026 budget in alignment with state requirements, the Eden Area ROP is requesting that the Board consider approving a special Board meeting date during the second week of June, to be held only if necessary.

The Adopted Budget must be approved by June 30. Although a regular Board meeting is scheduled for the first week of June, identifying a potential backup date provides important flexibility should additional time be needed to finalize the budget.

Taking this proactive step will help ensure that the Eden Area ROP remains in full compliance with fiscal deadlines while upholding transparency and accountability in the budget approval process.

- 1. Thursday, June 11, 2026 at 5:45 pm
- 2. Wednesday, June 17, 2026 at 5:45 pm
- 3. Thursday, June 18, 2026 at 5:45 pm

District Meetings in June:

San Leandro	Tuesdays	June 9 and 16
San Lorenzo	Tuesdays	June 2 and 16
Hayward	Wednesdays	June 10 and 24
Castro Valley	Wednesdays	June 10 and 24

Regular Board Meetings:

The Eden Area ROP Governing Board meets the first Thursday of every month (with the exception of January and July) and meetings begin promptly at 5:45 p.m. in the Eden Area ROP Boardroom in Building A or virtually via Zoom, unless posted otherwise. The Eden Area ROP is located at 26316 Hesperian Blvd., Hayward, CA 94545.

To attend the meeting via video conference, please join using the following Zoom link at the scheduled meeting time: https://zoom.us/j/99131421192?pwd=o6WB6ZQDDSO8ImJKrMbYPS6raA3vJs.1

Meeting ID: 991 3142 1192 **Passcode:** EAROP2526

The following dates have been scheduled for 2025-2026:

Date	Time	Important Notes
July 2025		No meeting scheduled
Thursday, August 7, 2025	5:45 pm	
Thursday, September 4, 2025	5:45 pm	
Thursday, October 2, 2025	5:45 pm	
Thursday, November 6, 2025	5:45 pm	
December 2025		TBD by the Governing Board
January 2026		No meeting scheduled
Thursday, February 5, 2026	5:45 pm	
Thursday, March 5, 2026	5:45 pm	
April 2026		TBD by the Governing Board
Thursday, May 7, 2026	5:45 pm	
June 2026		TBD by the Governing Board

Special Board Meeting:

June 2026 TBD by the Governing Board

Governing Board Terms

Each Governing Board office is a two (2) year term and commences on January 1. Castro Valley and San Leandro Unified School Districts hold elections on the alternate years from Hayward and San Lorenzo Unified School Districts.

2025 Calendar Year

Board Member	Board Title	District	Two Year Term	New Term Commences
James Aguilar	President	San Leandro	1/25-12/26	1/2027
Juan Campos	Vice-President	San Lorenzo	1/24-12/25	1/2026
Sara E. Raymond	Member	Castro Valley	1/25-12/26	1/2027
Ken Rawdon	Member	Hayward	1/24-12/25	1/2026

2026 Calendar Year

Board Member	Board Title	District	Two Year Term	New Term Commences
James Aguilar	TBD	San Leandro	1/25-12/26	1/2027
TBD	TBD	San Lorenzo	1/26-12/27	1/2028
Sara E. Raymond	TBD	Castro Valley	1/25-12/26	1/2027
TBD	TBD	Hayward	1/26-12/27	1/2028



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

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

C. Pinza for Leadership Coaching and Professional Development to Support Multilingual Learners in CTE Pathways for the 2025-2026

School Year

BACKGROUND

The Eden Area ROP was awarded a Strong Workforce Program Round 7 Grant to support English Learners in having more knowledge, access, enrollment and success in CTE Programs. Health and Business for English Learners (HB4EL) will kick off in August 2025.

CURRENT SITUATION

To support the implementation of one of the goals of HB4EL, the Eden Area ROP will work with Paul C. Pinza to provide professional development for CTE instructors on ways to expand English Learners supports in their instruction. This will start with a workshop for all Eden Area ROP instructional staff on August 11 and then carry on throughout the 2025-2026 school year.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with Paul C. Pinza for leadership coaching and professional development to support multilingual learners in CTE Pathways for the 2025-2026 school year.



AGREEMENT FOR SERVICE 2025-2026

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

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Paul C. Pinza (the "Service Provider") between July 1, 2025, through June 30, 2026.

BACKGROUND:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
 - Providing Professional Development, Consultation, and Coaching to support EAROP Leadership and staff in building best instructional practices to support Multilingual Learners in CTE Pathways and Programs.
 - Details of services offered are found in Professional Development Training plan (Exhibit A).

Term of Agreement

- 2. The term of this Agreement will begin as needed throughout the 2025-2026 school year, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties and a not to exceed amount of \$2,950.00.
 - i. Two Professional Development Workshops: \$700.00
 - ii. Ten hours of individual consultations: \$1,250.00
 - iii. Ten hours of small group coaching: \$1,000.00

Performance

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

Compensation

- 4. The Service Provider will be paid \$333 per 90-minute Professional Development workshop.
- 5. The Service Provider will be paid \$125 per hour for individual consultations and \$100 per hour for small group coaching.
- 6. Compensation will be payable upon completion of the agreed upon services on a monthly basis.
- 7. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Confidentiality

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

Non-Competition

9. Other than with the express written consent of the Customer, which will not be unreasonably withheld, the Service Provider will not, during the continuance of this Agreement, be directly or indirectly involved with a business which is indirect 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

10. 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. The Customer agrees to properly cite and credit the Service Provider as the author and creator of materials in all appropriate instances, including where said materials are adapted from, but substantially similar to, materials authored by the Service Provider. 11. 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

12. 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

13. 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

14. 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

15. 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

16. 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

17. 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

18. 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

19. 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

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

Indemnification

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

Inurement

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

Titles/Headings

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

Gender

24. 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

25. 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

26. 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

27. 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

Eden Area ROP

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

foll fo	6/20/25
Paul C. Pinza, Service Provider	Date
	06/16/25
Blaine C. Torpey, Superintendent	Date



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

SUBJECT: Request the Governing Board to approve the Second Amendment

to the Superintendent's Employment Agreement

BACKGROUND

Superintendent Blaine C. Torpey was appointed by the Governing Board as the Eden Area Regional Occupational Program Superintendent during the June 16, 2022, Governing Board Meeting, with his term beginning on July 1, 2022.

The Governing Board approved the first amendment to the Employment Agreement for Superintendent Torpey on June 5, 2024. The first amendment modifies the agreement's term such that it shall commence on July 1, 2024, and terminate on June 20, 2028.

CURRENT SITUATION

The Governing Board has been presented with a second amendment to the Employment Agreement for Superintendent Torpey. The amendment modifies the agreement's term such that it shall commence on July 1, 2025, and terminate on June 20, 2029.

FISCAL IMPACT:

No additional fiscal impact.

RECOMMENDATION

It is recommended that the Governing Board approve the second amendment to the Superintendent's Employment Agreement.

ADDENDUM TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT

This is the Second Amendment to the existing employment agreement between Eden Area Regional Occupational Program (hereinafter "EAROP" or "Board") and Blaine C. Torpey, Superintendent (hereinafter "Superintendent") that was Board-approved on June 9, 2023 ("Agreement").

Paragraph 19 of the Agreement, states:

This Agreement constitutes the full and complete understanding between the parties hereto, and in order to promote understanding and good decision-making, any changes or modifications to this Agreement shall be made only in writing and executed by all parties or their successors in interest to this.

The Board and Superintendent desire to modify the Agreement and therefore, the Parties agree to the following:

The term of this Agreement shall commence on July 1, 2025, and terminate on June 30, 2029, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

The Superintendent agrees to use own automobile in the performance of duties; to carry adequate public liability insurance according to Board policy. The cost of travel within Alameda County is included in the base salary except when traveling to a destination outside of Alameda County. The Superintendent shall be reimbursed for out-of-county (Alameda County) automobile travel at the District's then current per mile reimbursement rate including the distance traveled in Alameda County when the destination is out-of-county.

GOVERNING BOARD OF THE EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

	and a second by Trustee roved addendum to the Superintendent's
employment agreement.	
AYES: NOES: ABSTENTIONS: ABSENT:	
James Aguilar, Governing Board President	Approval Date
ACCEPTA I hereby accept this contract of employment and a fulfill all of the duties of employment as Superintend Program.	gree to comply with its conditions and to
Blaine C. Torpey, Superintendent	Date of Acceptance



TO: ROP Governing Board

FROM: Blaine Torpey, Superintendent

SUBJECT: Request the Governing Board to approve the Superintendent's

Goals for the 2025-2026 School Year

BACKGROUND

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

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 2025-2026 school year.

RECOMMENDATION

It is recommended that the Governing Board approve the Superintendent's goals for the 2025-2026 school year.

EdenAreaROP SUPERINTENDENT'S GOALS 2025-2026

Strengthen EAROP Culture, Climate and Communication

- Continue to refine a comprehensive strategic plan that is guided by the Vision Statement, Mission Statement, EAROP Core Values, Student Learning Outcomes, Governing Board, and stakeholder input to allow for priority-driven and balance-informed decision making.
- Expand the sense of belonging for students, families, staff with a continued focus on antiracism, anti-discrimination, and anti-bias.
- Develop high-impact strategic partnerships that enhance student learning and student outcomes.
- Manage organizational changes and refine as necessary to maximize program efficacy, staff effectiveness, and student achievement while maintaining a balance between program growth, program efficacy, and organizational capacity.

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

- Refine current high-quality CTE programs through a systemic profile analysis 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 systems, student demographics, student achievement, and assessment inventory.
- Build a sustainable a long-range plan for the development and implementation of EAROP Apprenticeship programs and educational option partnerships.

Guide and Support the Development of EAROP Staff

- 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

- 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 and implement a long-term facilities plan.
- Assess operations, site safety, resource management, and technology plan to ensure fidelity to the EAROP Vision, Mission, and Core Values.
- Implement and manage new and renewed grants ensuring that programs effectuate positive student outcomes and EAROP fiscal stability.