



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

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

Thursday, June 11, 2026
5:45 pm

Mission: 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.

Vision: Our vision is to embody our Core Values, leveraging our trained skills and knowledge to become visionary leaders in our careers and inspire social and economic growth in our communities.

Core Values: We believe in the Eden Area ROP! Equitable, Accessible, Restorative, Outcomes, Professional

GOVERNING BOARD MEMBERS

Juan Campos, President

Dolly Adams, Vice President

Zachary Borja, Member

Austin Bruckner Carrillo, Member

Jeffery Arthur, Student Board Member

Sofia Castellanos, Student Board Member

San Lorenzo Unified School District

Castro Valley Unified School District

San Leandro Unified School District

Hayward Unified School District

Eden Area ROP

Eden Area ROP



Regular Meeting of the ROP Governing Board

Date: **Thursday, June 11, 2026**
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/98353230547>

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. This meeting is being recorded to prepare the official minutes.

When it is time for 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.

Once called on, speakers are requested to begin by stating their name, and whether the statement is being made as an individual or as a representative of an organization.

Public Comment if attending 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.

Public Comment if attending via Zoom (video or phone):

- **By video conference:** Use the "Raise Hand" button to request to speak when Public Comment is being taken on the eligible agenda item. Instructions on how to "Raise Your Hand" are available at: <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>. Speakers via Zoom should also ensure that your name matches your Zoom profile name. You will be unmuted during your turn and re-muted once your comment is complete.
- **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. Instructions on how to "Raise Your Hand" by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>. You will be unmuted during your turn and re-muted once your comment is complete.

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/themselves and his/her/their organization affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the Governing Board on a matter relating to the Eden Area ROP that does not appear on the agenda, this may be done during the "Public Comment" section.

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

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

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

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

The Board welcomes and encourages public comment on items listed on the agenda or within the Board's jurisdiction. We ask that all speakers engage respectfully and honor one another's points of view.

Public Comment Instructions

When it is your turn to speak:

- Your name will be called.
- You will either be unmuted (if joining virtually or by phone) or asked to come forward (if attending in person).
- Please begin by stating your name and whether you are speaking as an individual or on behalf of an organization.
- Each speaker is allowed up to three (3) minutes, unless the Board decides otherwise.
- This meeting is recorded for the official minutes.

If You Are Attending in Person

- Fill out a **“Request to Address Eden Area ROP Governing Board” card** at the entrance.
- Turn it in to the Governing Board President before the agenda item begins.
- When called, please come to the podium to make your comment.

If You Are Joining by Zoom (Computer or Device)

- Use the **“Raise Hand” feature** under “Participants” when the item you wish to comment on is called.
- Please ensure that your name matches your Zoom profile name.
- After your comment, your microphone will be muted again.

If You Are Joining by Phone through Zoom

- Press ***9** on your phone keypad to “Raise Your Hand” when the agenda item is called.
- You will be unmuted when it is your turn to speak.
- After your time has ended, your line will be re-muted.

VIII. Student Board Member Reports

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 approve the Minutes of the Regular Governing Board Meeting of May 7, 2026 (page 7-19)
- B. Request the Governing Board approve the Bill Warrants (pages 20-27)
- C. Request the Governing Board approve the Personnel Action Items (pages 28-30)
- D. Request the Governing Board approve the Listed Donation- Construction Trades Workforce Initiative (CTWI) (page 31)
- E. Request the Governing Board approve the Adoption of Exhibit 9270-E(1): Conflict of Interest (pages 32-35)
- F. Request the Governing Board approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2026-2027 School Year (pages 36-42)
- G. Request the Governing Board approve the Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2026-2027 School Year (pages 43-49)
- H. Request the Governing Board approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2026-2027 School Year (pages 50-56)
- I. Request the Governing Board approve the Agreement with ESI Employee Assistance Group for Participation in their Employee Assistance Program from June 1, 2026 through May 31, 2027 (pages 57-64)
- J. Request the Governing Board approve the Agreement with Linda Granger for Grant Support and Consulting Services for the 2026-2027 School Year (pages 65-71)
- K. Request the Governing Board approve the Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for Adult Programs for the 2026-2027 School Year (pages 72-77)
- L. Request the Governing Board approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2026-2027 School Year (pages 78-96)

X. Information Items

- A. Superintendent's Evaluation Timeline (pages 98-99)

XI. Action Items

- A. Request the Governing Board approve the 2026-2027 Student Board Member Appointments (page 101)
- B. Request the Governing Board approve the Proposal of Water Filling Stations on the Eden Area ROP Campus (page 102)
- C. Request the Governing Board approve the 2026-2027 High School Student Calendar (pages 103-104)

Page 4 – Agenda for the June 11, 2026 Regular Meeting of the ROP Governing Board

- D. Request the Governing Board approve the Calendar of Governing Board Meetings for the 2026-2027 School Year (pages 105-109)
- E. Request the Governing Board approve the Second Reading and Adoption of Governing Board Policy and Administrative Regulation 5020: Parent Rights and Responsibilities (pages 110-116)
- F. Request the Governing Board approve the Second Reading and Adoption of Governing Board Policy 6143: Courses of Study (pages 117-119)
- G. Request the Governing Board approve the Zero-Emission Vehicle (ZEV) Technology Course Curriculum for Year 2 Semester 1 (pages 120-121)
- H. Request the Governing Board approve the Zero-Emission Vehicle (ZEV) Technology Course Curriculum for Year 2 Semester 2 (pages 122-123)
- I. Request the Governing Board approve the Agreement with 4myBenefits, Inc. for Employer Reporting Services for the 2026-2027 School Year (pages 124-132)
- J. Request the Governing Board approve the Agreement with Sage Business and Education LLC for Consultant Services to Create a Five-Year Strategic Plan for the 2026-2027 School Year (pages 133-139)
- K. Request the Governing Board approve the Agreement with the Student Conservation Association, Inc. (SCA) for Youth Development, Garden-Based Workforce Training, and Campus Improvement Services from May 15, 2026 through July 30, 2027 (pages 140-145)
- L. Request the Governing Board approve the MOU between the Eden Area ROP and Chabot College to Establish a Middle College (pages 146-158)

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

- M. Request the Governing Board approve the Third Amendment to the Superintendent's Employment Agreement (pages 159-160)

XVII. Adjournment

CONSENT CALENDAR



**Minutes of the Regular Meeting of the ROP Governing Board
May 7, 2026**

I. Call to Order

Trustee Juan Campos, Board President, called the meeting to order at 5:52 pm on Thursday, May 7, 2026, 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:

Juan Campos, President	San Lorenzo USD	
Dolly Adams, Vice President	Castro Valley USD	
Austin Bruckner Carrillo, Member	Hayward USD	arrived at 5:53 pm
Cindy Rocha, Alternate	San Leandro USD	

Eden Area ROP Governing Board Members Absent:

Zachary Borja, Member San Leandro USD

Eden Area ROP Student Board Members Present:

Jeffery Arthur, Member	Eden Area ROP	arrived at 5:59 pm
Sofia Castellanos, Member	Eden Area ROP	arrived at 5:59 pm

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

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

Eden Area ROP Staff Present:

Gabriela Juarez	Executive Assistant
Jose Lopez	Construction Technology Instructor

Others Present:

None

III. Approval of Agenda

Trustee Dolly Adams moved to approve the agenda, Trustee Cindy Rocha seconded the motion. By the following vote, the agenda was approved:

Board Member Vote:

AYES:	3 (Adams, Campos, Rocha)
NOES:	0
ABSTENTIONS:	0
ABSENT:	2 (Borja, Bruckner Carrillo)

Student Board Member Preferential Vote:

AYES: 0

NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Arthur, Castellanos)

IV. Vision Statement

Blaine Torpey read the Eden Area ROP Vision Statement.

Trustee Austin Bruckner Carrillo arrived at 5:53 pm

V. Mission Statement

Blaine Torpey read the Eden Area ROP Mission Statement.

VI. Core Values

Blaine Torpey read the Eden Area ROP Core Values.

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

None.

The Student Board Members were not present when the Student Board Member Reports was called. By consensus, the Board temporarily tabled the item and proceeded to the Consent Calendar. The Consent Calendar was considered as Item VIII and the Student Board Member Reports were heard upon the arrival of the Student Board Members.

VIII. Consent Calendar

Trustee Dolly Adams moved to approve the Consent Calendar Items as follows:

- A. Minutes of the Regular Governing Board Meeting of April 9, 2026
- B. Bill Warrants
- C. Personnel Action Items
- D. Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2026-2027 School Year
- E. Agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB Full Report Services for the 2025-2026 School Year
- F. Agreement with Premier Commercial Cleaning Solutions (PCCS) for Janitorial Services for the 2026-2027 School Year
- G. MOU with Castro Valley Unified School District (CVUSD) for Career Technical Education Incentive Grant (CTEIG) Round 11 (FY 25-26) Implementation Services from July 1, 2025, through June 30, 2027
- H. MOU with Hayward Unified School District (HUSD) for Career Technical Education Incentive Grant (CTEIG) Round 11 (FY 25-26) Implementation Services from July 1, 2025, through June 30, 2027
- I. MOU with San Leandro Unified School District (SLUSD) for Career Technical Education Incentive Grant (CTEIG) Round 11 (FY 25-26) Implementation Services from July 1, 2025, through June 30, 2027
- J. MOU with San Lorenzo Unified School District (SLzUSD) for Career Technical Education Incentive Grant (CTEIG) Round 11 (FY 25-26) Implementation Services from July 1, 2025, through June 30, 2027

Trustee Austin Bruckner Carrillo seconded the motion. Trustee Cindy Rocha indicated she was abstaining from Consent Item A through C. By the following vote, the consent calendar was approved:

Board Member Vote Consent Items A through C:

AYES: 3 (Adams, Bruckner Carrillo, Campos)
NOES: 0
ABSTENTIONS: 1 (Rocha)
ABSENT: 1 (Borja)

Student Board Member Preferential Vote:

AYES: 0
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Arthur, Castellanos)

Board Member Vote Consent Items D through J:

AYES: 4 (Adams, Bruckner Carrillo, Campos, Rocha)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Borja)

Student Board Member Preferential Vote:

AYES: 0
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Arthur, Castellanos)

Following consideration of the Consent Calendar, the Student Board Members arrived at 5:59 pm. The Board then resumed the agenda with Student Board Member Reports, which were presented as Item IX.

IX. Student Board Member Reports

Student Board Members Jeffery Arthur and Sofia Castellanos provided a joint report highlighting activities and projects taking place across several Eden Area ROP programs.

They reported that Medical Assisting II students are preparing for National Health Career Association (NHA) certification exams through practice assessments and review activities, while continuing to develop clinical skills such as vital signs, urinalysis, injections, hearing and vision screenings, and blood draw procedures. Medical Assisting I students are learning medical office operations, including appointment scheduling, employee expectations, timekeeping procedures, and nutrition and health concepts.

The Student Board Members shared that Construction Technology students recently completed improvements to the program entrance area and are assisting with classroom upgrades. Auto Collision and Refinishing students are practicing aluminum repair, preparing for certification exams, welding, and vehicle wrapping. Welding students are creating sculpture projects while continuing to strengthen fabrication and metalworking skills.

They reported that Culinary Science students participated in catering events and continue developing food preparation and seasoning techniques. Automotive Technology students are learning engine removal and repair, tire balancing and alignment, vehicle customization, and routine maintenance procedures.

The report also highlighted projects in the Zero-Emission Vehicle Technology program, including converting bicycles to electric bikes, creating hydrogen fuel cell projects, and applying custom decals to completed bikes. Career Education students are completing internships and preparing final projects that include journals, essays, and book reports. Student Board Member Castellanos also provided an update on her approved Girl Scouts Gold Award project and shared that a presentation detailing the project and proposed implementation plan would be brought forward at a future board meeting.

X. Information Items

A. Recognition of Staff of the Year

Blaine Torpey, Superintendent, reported about the recognition of the Certificated Employee of the Year, Classified Employee of the Year, Rookie of the Year and the Adult Programs Employee of the Year awards.

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

For the 2026-2027 school year, the Eden Area ROP has selected the following staff members to be recognized for their efforts on behalf of Eden Area ROP students and staff this year.

AWARD	EMPLOYEE	TITLE
Adult Programs Employee of the Year	Todd Daugherty	Electrical Program Instructor (Turlock Campus)
Certificated Employee of the Year	Megan Bello	Merchandising Occupations Instructor
Classified Employee of the Year	Stacy Dixon	Merchandising Occupations Instructional Assistant
Classified Employee of the Year	Jessica Guevara	Accounts Receivable/Purchasing Technician
Rookie of the Year	Jazmin Marquez	Work-Based Learning Specialist

Superintendent Torpey spoke about each nominee and their positive impact on the Eden Area ROP.

B. ROP Pathway Review-Residential & Commercial Construction

Manuschka Michaud, Principal, introduced Jose Lopez, Construction Technology Instructor, to provide the pathway review for the Construction Technology program. She noted that the presentation would highlight program curriculum, student learning experiences, industry partnerships, certifications, and postsecondary opportunities available to students.

Mr. Lopez provided an overview of the Construction Technology pathway, emphasizing the program's hands on approach to career technical education and its alignment with industry standards. He explained that students are introduced to a variety of construction trades, including carpentry, electrical, plumbing, HVAC, and general

construction practices, allowing them to explore multiple career pathways before selecting a specialization.

Mr. Lopez reviewed the curriculum and instructional activities that help students develop technical skills, workplace readiness, safety awareness, and professionalism. He highlighted the importance of industry recognized certifications and training opportunities that prepare students for employment, apprenticeships, and continued education after graduation.

The presentation included information on student projects, work based learning experiences, industry partnerships, field trips, guest speakers, and opportunities for students to engage with professionals in the construction trades. Mr. Lopez also shared examples of student success, including graduates who have entered apprenticeships, employment, military service, and postsecondary training programs related to the construction industry.

He concluded by discussing current program goals, ongoing efforts to strengthen industry connections, and opportunities to expand student access to high demand careers within the skilled trades.

C. DECA Update

Michelle Stephens, Assistant Principal, presented an update on the DECA program and reported on student participation in the 2026 California State DECA Conference held in Anaheim from February 26 through March 1, 2026. She shared that students from Castro Valley High School and Arroyo High School competed alongside approximately 3,000 students representing 70 public and private schools throughout California in business related competitions focused on hospitality and tourism, entrepreneurship, marketing, finance, and sales.

Ms. Stephens highlighted the accomplishments of the Castro Valley High School DECA chapter, which brought 50 students to the conference and earned several top honors. Students received recognition in the Communications and Food Marketing competitive events, with two students qualifying as state representatives eligible to advance to the international competition. Another student earned a Top 10 placement and received a bronze medal.

Ms. Stephens noted that participation in DECA provides students with valuable opportunities to apply classroom learning, develop professional skills, and compete in highly competitive business events. She also acknowledged the efforts of all participating students and advisors and emphasized the value of the experience regardless of competition outcomes.

D. SkillsUSA Update

Michelle Stephens, Assistant Principal, introduced the SkillsUSA State Competition update and noted that Career Technical Student Organizations (CTSOs), including DECA and SkillsUSA, are an important component of Career Technical Education programs.

Ms. Stephens reported that 31 Eden Area ROP students participated in the SkillsUSA California State Leadership and Skills Conference held in Ontario, California, from April 9 through April 12, 2026. The event brought together more than 4,000 students from across the state to compete in a variety of career and technical skill areas.

She highlighted several student achievements, including Gold Medal awards in the First Responders competition and the Entrepreneurship Team Business Plan competition. Silver Medal recognition was earned in Auto Refinishing Technology, while Bronze Medal awards were earned in Collision Repair Technology and Criminal Justice. Ms. Stephens noted that approximately one third of the participating Eden Area ROP students returned with medals from the state competition.

Ms. Stephens shared photographs from the conference and recognized the dedication of the students, instructors, and advisors whose efforts contributed to the programs' success.

She also noted that the Gold Medal recipients qualified for national competition and emphasized the value of SkillsUSA in providing students with opportunities to apply classroom learning through real world, career-focused experiences.

XI. Action Items

A. Request the Governing Board approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, Board Bylaws and Exhibits

Upon review of and a motion by Trustee Austin Bruckner Carrillo and a second by Trustee Dolly Adams the Governing Board approved the second reading and adoption of Governing Board Policies, Administrative Regulations, Board Bylaws and Exhibits.

Board Member Vote:

AYES: 3 (Adams, Campos, Bruckner Carrillo)
NOES: 0
ABSTENTIONS: 1 (Rocha)
ABSENT: 1 (Borja)

Student Board Member Preferential Vote:

AYES: 2 (Arthur, Castellanos)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

B. Request the Governing Board approve the Adoption of Resolution 7-25/26: Day of the Teacher

Upon review of and a motion by Trustee Dolly Adams and a second by Trustee Austin Bruckner Carrillo the Governing Board approved the adoption of Resolution 7-25/26: Day of the Teacher.

Board Member Vote:

AYES: 4 (Adams, Campos, Bruckner Carrillo, Rocha)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Borja)

Student Board Member Preferential Vote:

AYES: 2 (Arthur, Castellanos)
NOES: 0

ABSTENTIONS: 0

ABSENT: 0

**C. Request the Governing Board approve the Adoption of Resolution 8-25/26:
Classified Employees' Week**

Upon review of and a motion by Trustee Dolly Adams and a second by Trustee Cindy Rocha the Governing Board approved the adoption of Resolution 8-25/26: Classified Employees' Week.

Board Member Vote:

AYES: 4 (Adams, Campos, Bruckner Carrillo, Rocha)

NOES: 0

ABSTENTIONS: 0

ABSENT: 1 (Borja)

Student Board Member Preferential Vote:

AYES: 2 (Arthur, Castellanos)

NOES: 0

ABSTENTIONS: 0

ABSENT: 0

Trustee Austin Bruckner Carrillo stepped away from the meeting at 7:00 pm to attend a graduation ceremony and indicated he would return by Closed Session. A quorum of the Board was maintained.

Items D through F were tabled until his return to ensure full Board participation. Trustee Cindy Rocha indicated she was not familiar with the resolutions and related funds and stated her intent to abstain. The items were subsequently taken up for action following Closed Session, when the Board reconvened with a quorum present.

~~**D. Request the Governing Board approve the Adoption of Resolution 9-25/26:
Temporary Borrowing Between Funds**~~

~~**E. Request the Governing Board approve the Adoption of Resolution 10-25/26: Year
End Budget Transfers of Funds**~~

~~**F. Request the Governing Board approve the Adoption of Resolution 11-25/26:
Authority to Sign Contracts for the 2026-2027 Fiscal Year**~~

**G. Request the Governing Board approve the Adoption of Resolution 12-25/26:
Delegation of Powers to Agents for the 2026-2027 Fiscal Year**

Upon review of and a motion by Student Board Member Jeffery Arthur and a second by Student Board Member Sofia Castellanos the Governing Board approved the adoption of Resolution 12-25/26: Delegation of Powers to Agents for the 2026-2027 Fiscal Year.

Board Member Vote:

AYES: 3 (Adams, Campos, Rocha)

NOES: 0

ABSTENTIONS: 0

ABSENT: 2 (Borja, Bruckner Carrillo)

Student Board Member Preferential Vote:

AYES: 2 (Arthur, Castellanos)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

H. Request the Governing Board approve the Adoption of Resolution 13-25/26: In Recognition of the Retirement of Richard Charles

Upon review of and a motion by Trustee Dolly Adams and a second by Trustee Cindy Rocha the Governing Board approved the adoption of Resolution 13-25/26: In Recognition of the Retirement of Richard Charles.

Board Member Vote:

AYES: 3 (Adams, Campos, Rocha)
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Borja, Bruckner Carrillo)

Student Board Member Preferential Vote:

AYES: 2 (Arthur, Castellanos)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

I. Request the Governing Board approve the Zero-Emission Vehicle (ZEV) Technology Curriculum for Year 1 Semester 2

Upon review of and a motion by Student Board Member Sofia Castellanos and a second by Student Board Member Jeffery Arthur the Governing Board approved the Zero-Emission Vehicle (ZEV) Technology Curriculum for Year 1 Semester 2.

Board Member Vote:

AYES: 3 (Adams, Campos, Rocha)
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Borja, Bruckner Carrillo)

Student Board Member Preferential Vote:

AYES: 2 (Arthur, Castellanos)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

J. Request the Governing Board approve the Zero-Emission Vehicle (ZEV) Technology II Course Outline

Upon review of and a motion by Trustee Cindy Rocha and a second by Student Board Member Jeffery Arthur the Governing Board approved the Zero-Emission Vehicle (ZEV) Technology II Course Outline.

Board Member Vote:

AYES: 3 (Adams, Campos, Rocha)
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Borja, Bruckner Carrillo)

Student Board Member Preferential Vote:

AYES: 2 (Arthur, Castellanos)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

K. Request the Governing Board approve the Renaming of Cesar Chavez Day to Farmworkers Day

Upon review of and a motion by Trustee Cindy Rocha and a second by Trustee Dolly Adams the Governing Board approved the renaming of Cesar Chavez Day to Farmworkers Day.

Board Member Vote:

AYES: 3 (Adams, Campos, Rocha)
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Borja, Bruckner Carrillo)

Student Board Member Preferential Vote:

AYES: 2 (Arthur, Castellanos)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

XII. Superintendent's Report

Blaine Torpey, Superintendent, provided updates on student engagement, workforce development initiatives, advocacy efforts, and organizational accomplishments. Superintendent Torpey highlighted the role of Career Technical Student Organizations, including SkillsUSA and DECA, in extending classroom learning through leadership and competitive experiences.

Superintendent Torpey shared observations from the AC Transit Bus Roadeo, an international skills competition for bus operators and mechanics, noting the connection between professional industry competitions and the hands on learning experiences available to students through Career Technical Education programs. He also attended Chabot College's Senior Day, where graduating seniors selected courses, learned about campus resources, and completed enrollment activities in preparation for college.

Additional activities included presenting to the Hayward Unified School District Board of Education, participating in staff recognition events, attending the San Leandro State of the City address, supporting advisory committee meetings, and collaborating with Chabot College on workforce development initiatives.

Superintendent Torpey reported that Eden Area ROP recognized Workforce Readiness Week by hosting more than 35 industry partners who conducted mock interviews and workplace readiness activities with students. He noted the strong participation of business and community partners and highlighted efforts to educate students about workplace rights and responsibilities.

He also recognized a Tennyson High School Eden Area ROP alumnus who was featured in the Chabot College course catalog and shared updates on a recent presentation at the California Air Resources Board Planning and Transportation Symposium, where Eden Area ROP's work in zero-emission vehicle education was highlighted. He further reported on professional development activities supporting instructional strategies for English learners and advocacy efforts related to preserving eligibility for Child Development Assistant Teacher permits earned through Career Technical Education programs.

Superintendent Torpey informed the Board that Eden Area ROP and all partner districts had recently collaborated in support of a statewide advocacy letter, reflecting a coordinated approach to legislative engagement. He also advised the Board that a Special Governing Board Meeting would be necessary on June 18, 2026, for adoption of the 2026-2027 budget and encouraged Board members to ensure their availability to maintain a quorum.

In closing, Superintendent Torpey invited Board members to visit the campus and highlighted ongoing enhancements to the Health and Wellness Garden, including the continued publication of garden newsletters that showcase the work of students and staff.

XIII. Governing Board Reports

Dolly Adams, CVUSD Board Representative, reported on recent activities within Castro Valley Unified School District. She highlighted Castro Valley Educational Foundation (CVEF) spring fundraising event, noting that this year's efforts supported arts programs and helped provide additional resources for music and arts education.

Trustee Adams also provided an update on Measure B, a facilities bond scheduled for the June 2 ballot. She explained that the measure would fund facility improvements, modernization projects, additional classroom space, safety enhancements, and the development of a flexible multi use facility to support arts programming, student activities, and professional development opportunities for staff. She emphasized the importance of the bond in addressing current and future facility needs throughout the district.

In addition, Trustee Adams shared information from a recent Alameda County School Boards Association meeting, where attendees learned about a new tool designed to help board members more efficiently review and analyze Local Control and Accountability Plan (LCAP) documents. She noted that the tool could assist governing board members in accessing key information from lengthy planning documents more effectively.

Cindy Rocha, SLUSD Board Representative, reported that San Leandro Unified School District recently finalized the purchase of property for its workforce housing project and is moving forward with the planning and permitting process prior to construction.

Trustee Rocha also shared that the District successfully concluded negotiations with its certificated employee bargaining unit and received Board approval for the agreement at a recent meeting. She noted that negotiations with the classified employee bargaining unit are now underway.

In addition, Trustee Rocha reported that Trustee Borja attended the Coast2Coast federal advocacy conference in Washington, D.C., where participants met with representatives from congressional offices to discuss education-related priorities. She noted that the experience was informative and provided valuable opportunities for advocacy on behalf of local educational agencies.

Finally, Trustee Rocha echoed comments regarding a recently introduced AI-based tool designed to assist board members in reviewing and navigating district-specific Local Control and Accountability Plan (LCAP) documents. She stated that the tool provides a more efficient way to access and understand information contained within the extensive planning documents and can assist board members in responding to constituent inquiries.

Juan Campos, SLzUSD Board Representative, reported on his participation in the Coast2Coast federal advocacy conference in Washington, D.C., where he represented Career Technical Education (CTE) issues. He shared that attendees received advocacy training and met with congressional staff to discuss educational priorities affecting local schools and programs, including Eden Area ROP. Trustee Campos noted that scheduling changes required the group to adjust meeting plans, but they were ultimately able to meet with staff from Representative of the 12th district Lateefah Simon's office and present concerns regarding federal funding and support for Career Technical Education.

Trustee Campos emphasized the importance of ensuring federal representatives understand the specific needs and challenges facing local programs. He worked closely with Eden Area ROP leadership to communicate information about federal grant funding reductions, including the cancellation of funding for the Hayward Promise Neighborhoods initiative, which impacted numerous community partners and educational services. He reported that representatives were receptive to the information shared and expressed interest in continuing discussions regarding future advocacy efforts.

Trustee Campos concluded by noting that the conference provided valuable opportunities to advocate for students, Career Technical Education programs, and educational funding while building relationships with federal policymakers and their staff.

XIV. Recess to Closed Session

The meeting was called into closed session at 7:42 pm.

Trustee Austin Bruckner Carrillo returned during 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
Government Code 54957
Title: Superintendent**
- C. Public Employee Discipline/Dismissal/Release
Government Code 54957**

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

The meeting resumed to open session at 8:32 pm.

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

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

**B. Public Employee Public Employee Performance Evaluation
Government Code 54957
Title: Superintendent**

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

**C. Public Employee Discipline/Dismissal/Release
Government Code 54957**

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

Action Items D through F, which had been previously tabled, were presented to the Board for consideration.

XVI. Action Items

**D. Request the Governing Board approve the Adoption of Resolution 9-25/26:
Temporary Borrowing Between Funds**

Upon review of and a motion by Trustee Dolly Adams and a second by Trustee Austin Bruckner Carrillo the Governing Board approved the adoption of Resolution 9-25/26: Temporary Borrowing Between Funds.

Board Member Vote:

AYES: 3 (Adams, Campos, Bruckner Carrillo)
NOES: 0
ABSTENTIONS: 1 (Rocha)
ABSENT: 1 (Borja)

Student Board Member Preferential Vote:

AYES: 0
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Arthur, Castellanos)

**E. Request the Governing Board approve the Adoption of Resolution 10-25/26: Year
End Budget Transfers of Funds**

Upon review of and a motion by Trustee Austin Bruckner Carrillo and a second by Trustee Dolly Adams the Governing Board approved the adoption of Resolution 10-25/26: Year End Budget Transfers of Funds.

Board Member Vote:

AYES: 3 (Adams, Campos, Bruckner Carrillo)
NOES: 0
ABSTENTIONS: 1 (Rocha)
ABSENT: 1 (Borja)

Student Board Member Preferential Vote:

AYES: 0
NOES: 0

ABSTENTIONS: 0
ABSENT: 2 (Arthur, Castellanos)

F. Request the Governing Board approve the Adoption of Resolution 11-25/26: Authority to Sign Contracts for the 2026-2027 Fiscal Year

Upon review of and a motion by Trustee Austin Bruckner Carrillo and a second by Trustee Dolly Adams the Governing Board approved the adoption of Resolution 11-25/26: Authority to Sign Contracts for the 2026-2027 Fiscal Year.

Board Member Vote:

AYES: 3 (Adams, Campos, Bruckner Carrillo)
NOES: 0
ABSTENTIONS: 1 (Rocha)
ABSENT: 1 (Borja)

Student Board Member Preferential Vote:

AYES: 0
NOES: 0
ABSTENTIONS: 0
ABSENT: 2 (Arthur, Castellanos)

XVII. Adjournment

The meeting was adjourned at 8:41 pm in recognition of the outstanding work of teachers, classified staff, and all employees. Trustees offered appreciation for staff contributions throughout the year, noting the dedication and effort demonstrated across the organization, and extended congratulations to all honorees.

Approved by the Eden Area ROP Governing Board _____.

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



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of April 23, 2026 through May 21, 2026 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board approve the Personnel Action Items

CURRENT SITUATION

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

CONSENT CALENDAR



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Listed Donation-
Construction Trades Workforce Initiative-(CTWI)

BACKGROUND

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

CURRENT SITUATION

On April 27, 2026, Construction Trades Workforce Initiative made a monetary donation of \$1,000 to the Eden Area ROP Construction Technology program.

A letter of acceptance will be sent to the donor.

CONSENT CALENDAR



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Adoption of Exhibit 9270- E(1): Conflict of Interest

BACKGROUND

As a public education institution, Eden Area ROP is required to maintain a Conflict of Interest Code that reflects the current structure of the agency and properly identifies all officials and employees who are required to file a Statement of Economic Interests (Form 700). The designated positions and disclosure categories are maintained in Exhibit E1 9270 and are updated as organizational changes occur.

In addition, the Conflict of Interest Code is subject to a biennial review requirement for local agencies to ensure ongoing compliance and accuracy, including state guidelines identifying state agencies in odd-numbered years and local agencies in even-numbered years.

CURRENT SITUATION

The attached revised Exhibit E1 9270: Conflict of Interest has been updated to reflect both the regularly scheduled biennial review cycle and current organizational changes for the 2026-2027 school year.

The revision includes the addition of the Middle College Site Administrator position as a designated position required to file a Statement of Economic Interests (Form 700), ensuring the exhibit accurately reflects current staffing structure and reporting obligations.

CONSENT CALENDAR

Exhibit 9270-E(1): Conflict Of Interest

Status: DRAFT

Original Adopted Date: 03/06/2025 | **Last Reviewed Date:** 03/06/2025

**RESOLUTION ADOPTING A
CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code 87300-87313, require each public agency in California, including each school district, to adopt a conflict of interest code;

WHEREAS, a district is permitted to create its conflict of interest code by incorporating by reference the terms of 2 CCR 18730, along with a list of District Officials to whom the code applies and disclosure categories, in accordance with Government Code 87300 and 87306;

WHEREAS, the Governing Board of the Eden Area Regional Occupational Program (Eden Area ROP) has previously adopted a local conflict of interest code in this manner; and

WHEREAS, the Eden Area ROP has recently reviewed its list of District Officials, and the duties of each, and has determined that **(changes/no changes)** to the current conflict of interest code are necessary.

NOW THEREFORE BE IT RESOLVED, the Governing Board of the Eden Area ROP adopts the following Conflict of Interest Code, including the accompanying Appendix of District Officials and Disclosure Categories, and

BE IT FURTHER RESOLVED, any earlier resolutions, bylaws, and/or appendices containing the Eden Area ROP conflict of interest code are hereby rescinded and superseded by this Resolution and Appendix.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this _____ day of _____ 20____, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Name of Superintendent
ROP Governing Board Clerk, Eden Area ROP
Alameda County, State of California

**Conflict of Interest Code ("Code") of the
Eden Area Regional Occupational Program (Eden Area ROP)**

The Political Reform Act (PRA) (Government Code 81000-87505) requires the Eden Area ROP to adopt a conflict of interest code. 2 CCR 18730 contains the terms of a conflict of interest code, which may be amended by the Fair Political Practices Commission (FPPC) to conform to amendments in the PRA. Therefore, the terms of 2 CCR 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This Code and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Eden Area ROP.

District Officials, defined as those positions listed herein, shall file a Form 700 (also known as a Statement of Economic Interest) in accordance with the disclosure categories listed in the attached Appendix. The Form 700 shall be filed with the Eden Area ROP's filing officer and/or, if so required, with the Eden Area ROP's code reviewing body. The Eden Area ROP's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

Category 1: A District Official designated "Category 1" shall disclose the following:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the Eden Area ROP
- b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the Eden Area ROP, or manufacture or sell supplies, books, machinery, or equipment of the type used by the Eden Area ROP

Category 2: A District Official designated "Category 2" shall disclose the following:

- a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs
- b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs

For a principal in this category, the principal's department is the principal's entire school.

Category 3 (Applicable to positions that "manage public investments," as defined by Government Code 87200): A District Official designated "Category 3" shall disclose, in accordance with Government Code 87200-87210, the following:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the Eden Area ROP
- b. Investments, business positions, and sources of income, including gifts, loans, and travel payments

Designated Positions

District Officials	Disclosure Category
Governing Board Members	1 or 3
Superintendent	1 or 3
Director of Adult Programs and Apprenticeships	2
Principal	2
Assistant Principal	2
Fiscal Services Administrator	1
Human Resources Administrator	2
Middle College Site Administrator	2

Disclosures for Consultants

The Superintendent or designee shall annually determine, on a case-by-case basis, which Eden Area ROP consultants, if any, shall constituent District Officials and who shall disclose financial interests. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the Eden Area ROP, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the Eden Area ROP to enter into, modify, or renew a contract that requires Eden Area ROP approval
5. Grant Eden Area ROP approval to a contract that requires Eden Area ROP approval and in which the Eden

Area ROP is a party, or to the specifications for such a contract

6. Grant Eden Area ROP approval to a plan, design, report, study, or similar item
7. Adopt or grant Eden Area ROP approval of Eden Area ROP policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the Eden Area ROP, serves in a staff capacity with the Eden Area ROP and in that capacity participates in making a governmental decision as defined in 2 CCR 18704 or performs the same or substantially all the same duties for the Eden Area ROP that would otherwise be performed by an individual holding a position specified in the Eden Area ROP's conflict of interest code. (2 CCR 18700.3)



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
FROM: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2026-2027 School Year

BACKGROUND

Since 1998, the Department of Developmental Services (DDS) has partnered with the California Department of Education to implement the Direct Support Professional Training (DSPT) program. 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 in order to become certified.

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Abraham Hill, and the Eden Area ROP to provide training for the 2026-2027 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2026-2027

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 Abraham Hill (the "Service Provider") between July 1, 2026 through June 30, 2027

Background:

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

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

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Coordination and Teaching of a two-year, 70-hour standardized statewide competency-based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 10 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.
 - b. Complete all required and necessary documents associated with curriculum, tracking, training and testing of CCF direct care staff and CCR administrators when needed.
 - c. Attend training - the Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on July 1, 2026 and will remain in full force and effect until June 30, 2027, 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. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
5. Additional prep time to prepare and manage a class of over 24 students is an additional 3 hours at the hourly rate.
6. This compensation will be payable upon completion of the agreed services.
7. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

8. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory training based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated August 2026 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

- b. Customer (Eden Area ROP) will reimburse \$65.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

- 9. The Service Provider will be reimbursed for attending required training. The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

Confidentiality

- 10. 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

- 11. 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

- 12. 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.
- 13. 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

14. 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

15. 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

16. 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

17. 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

18. 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

19. 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

20. 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

21. 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

22. 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

23. 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

24. 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

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

Titles/Headings

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

Gender

27. 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

28. 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

29. 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

30. 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

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

Abraham Hill

Date

Craig Lang, Eden Area ROP
Director of Adult Programs and Apprenticeships

Date



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
FROM: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board approve the Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2026-2027 School Year

BACKGROUND

Since 1998, the Department of Developmental Services (DDS) has partnered with the California Department of Education to implement the Direct Support Professional Training (DSPT) program. 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 in order to become certified.

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Dr. Cindy Christovale, and the Eden Area ROP to provide training for the 2026-2027 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2026-2027

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 Dr. Cindy Christovale (the "Service Provider") between July 1, 2026 through June 30, 2027

Background:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Coordination and Teaching two-year, 70-hour standardized statewide competency based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 9 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.
 - b. Proctor challenge and skill test for Year 1 and/or Year 2 in lieu of training for direct support professionals and administrators. If a passing score on the challenge test is not achieved, the student must enroll in the 35-hour training class.
 - c. Complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

- d. Attend training and conferences. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on July 1, 2026 and will remain in full force and effect until June 30, 2027, 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. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
5. Additional prep time to prepare and manage a class of over 24 students is an additional 3 hours at the hourly rate.
6. This compensation will be payable upon completion of the agreed services.
7. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

8. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory training based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated August 2026 DSP training and submit an invoice and

receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

- b. Customer (Eden Area ROP) will reimburse \$65.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

- 9. The Service Provider will be reimbursed for attending required training. The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

Confidentiality

- 10. 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

- 11. 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

- 12. 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.

13. 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

14. 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

15. 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

16. 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

17. 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

18. 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

19. 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

20. 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

21. 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

22. 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

23. 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

24. 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

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

Titles/Headings

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

Gender

27. 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

28. 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

29. 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

30. 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

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

Dr. Cindy Christovale

Date

Craig Lang, Eden Area ROP
Director of Adult Programs and Apprenticeships

Date



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
FROM: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2026-2027 School Year

BACKGROUND

Since 1998, the Department of Developmental Services (DDS) has partnered with the California Department of Education to implement the Direct Support Professional Training (DSPT) program. 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 in order to become certified.

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Ellen Faryna, and the Eden Area ROP to provide training for the 2026-2027 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2026-2027

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 Ellen Faryna (the "Service Provider") between July 1, 2026 through June 30, 2027

Background:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Coordination and Teaching of a two-year, 70-hour standardized statewide competency-based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 10 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.
 - b. Complete all required and necessary documents associated with curriculum, tracking, training and testing of CCF direct care staff and CCR administrators when needed.
 - c. Attend training - the Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on July 1, 2026, and will remain in full force and effect until June 30, 2027, 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. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
5. Additional prep time to prepare and manage a class of over 24 students is an additional 3 hours at the hourly rate.
6. This compensation will be payable upon completion of the agreed services.
7. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

8. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated August 2026 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

- b. Customer (Eden Area ROP) will reimburse \$65.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

- 9. The Service Provider will be reimbursed for attending required training. The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

Confidentiality

- 10. 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

- 11. 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

- 12. 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.
- 13. 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

14. 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

15. 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

16. 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

17. 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

18. 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

19. 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

20. 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

21. 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

22. 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

23. 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

24. 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

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

Titles/Headings

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

Gender

27. 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

28. 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

29. 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

30. 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

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

Ellen Faryna

Date

Craig Lang, Eden Area ROP
Director of Adult Programs and Apprenticeships

Date



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Agreement with ESI Employee Assistance Group for Participation in their Employee Assistance Program from June 1, 2026 through May 31, 2027

BACKGROUND

ESI has been providing employee assistance and support services to organizations for more than 35 years. The services available through the program range from counseling and work-life support to personal finance resources and online professional development opportunities for staff.

CURRENT SITUATION

The employees of Eden Area ROP, like many in the education field, regularly balance a wide range of responsibilities and navigate both personal and professional challenges. In addition to high quality counseling services and comprehensive benefits, the Educators EAP provides self-help tools and resources specifically designed to support school personnel and address the unique needs educators experience in their roles.

During this school year, the Eden Area ROP conducted an Employee Assistance Program focus group to review and compare the services and offerings available through Claremont/Uprise EAP and the current provider, ESI. Participants evaluated the accessibility, inclusivity, usability, communication tools and breadth of services offered by each program.

Following the review, the focus group found ESI to be more culturally responsive, visually engaging, and easier to navigate. Participants appreciated that the platform used clear, straightforward language and organized resources into helpful categories that made support services easy to locate and access. The group also highlighted the ease of login and account setup, along with the ability for users to save favorites and quickly return to previously viewed resources.

Participants valued the broad range of supports available through ESI, including legal assistance, counseling sessions, financial resources, mental health and wellness supports, identity theft assistance, training center resources, and employee discounts and benefits. Additional strengths included the accessibility of services for family members and adult children without age restrictions.

Based on the feedback and overall experience of the focus group, Eden Area ROP determined that ESI continues to provide a strong, comprehensive, and meaningful level of support for employees and their families, and the decision was made to continue with the current EAP plan.



The Eden Area ROP believes that continuing to offer this program further strengthens the commitment to the health, wellness and professional support of employees.

CONSENT CALENDAR



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

Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **Eden Area Regional Occupational Program** (“Client”) and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, 100 American Road, Brooklyn, Ohio 44144 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **6/1/26-5/31/27**.

I. Productivity Solutions

Employees of Client and their household members, including children up to age 26 who do not reside with employee, are referred to herein as Members.

- **Unrestricted Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master’s or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers to determine the counseling option that best fits the Member’s needs. These therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.
- **3 Session Plan:** Includes an assessment, referral, and therapy as appropriate. Diagnosis-driven treatment referrals are moved to the health insurance plan. Therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.

Important information for members residing in California:** Under California’s Knox-Keene Health Care Service Plan Act, employees residing in California are entitled to **three (3) mental health counseling sessions, within each six-month period. You cannot exceed six (6) EAP sessions in a twelve-month period. If your organization’s Employee Assistance Program (EAP) plan includes more than three (3) sessions, the Knox-Keene Act supersedes the contract, and we will abide by the Knox-Keene Health Care Service Plan Act – Cannot exceed six (6) sessions in a twelve-month period.

- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Research Assistant, Tools for Tough Times, and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member’s quality of life. Discounts vary by season and location.



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II. Engagement Solutions - Peak Performance Benefits

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

III. EAP Administration - Orientation and Engagement

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communication (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **Talkspace Go App:** A mobile app with 400+ self-guided, interactive programs, live weekly therapist-led anonymous classes, on demand sessions, meditation exercises, and more.
- **EAP Mobile Site:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app which will provide mobile access to our website.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy, and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



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IV. Manager, Supervisor and Human Resources Services

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

V. ESI Accountability

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

VI. EAP Exclusions

The EAP counseling benefit is available for individual and family therapy. The following items are not considered to be EAP counseling and are **exclusions to the EAP plan**:

- Fitness for Duty/ Return to Work, Psychiatric, ADHD, Psychological testing, Autism Spectrum Disorder, Court Involved (treatment or reporting including letters written for court on the member's behalf).
- Workers' Compensation, short-term disability evaluations and paperwork, Family Medical Leave Act (FMLA) and Emotional Support Animal Documentation.

The EAP legal benefit offers a free consultation for family law and personal issues such as estate planning, real estate, debt, credit and bankruptcy, as well as civil and credit law.

Legal benefits exclude coverage for:

- Employment and Business Law Matters (including but not limited to action against employers, co-workers, benefits, unions, and labor management, trust funds).
- Malpractice.
- Duplication of services for the same matter, including second opinions.



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VII. Term

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

VIII. Fees and Payment

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

IX. Indemnification and Limitation of Liability

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



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X. Force Majeure

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

XI. Execution of Documents

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

XII. Entire Agreement

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

EMPLOYEE SERVICES LLC

**Eden Area Regional
 Occupational Program**

 Gordon G. Bell, President

 Authorized Signature

 Date

 Date



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

Employee Assistance Program (EAP) | EXHIBIT A

Eden Area Regional Occupational Program ("Client") 6/1/26-5/31/27

Service Charges and Payment

- A. The total number of employees covered under this Agreement is **68**.
- B. Client agrees to pay ESI the sum of **\$3,675.00** annually.
- C. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D. Payment of the **Annual** premium is due upon receipt of the invoice.
- E. Flat Rate listed above covers a census of **68**. Contract rate may be modified at renewal and/or if census moves outside of this range.
- F. Trauma Responses available at **\$300.00** per hour plus travel time.

Cancellation Policy for Trauma Response Service:

If your organization cancels a scheduled Trauma Response with less than 48 hours' notice:

- **If the Trauma Response is *not* included in your contract:** A cancellation fee of **\$350** will be charged.
 - **If the Trauma Response *is* included in your contract:** One Trauma Response will be deducted from your contracted total.
- G. DOT required Substance Abuse Evaluations - **\$850.00** each.



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Linda Granger for Grant Support and Consulting Services for the 2026-2027 School Year

BACKGROUND

The Eden Area ROP has a longstanding track record of maximizing grant funding on behalf of the Eden Area ROP and our partner districts. The Eden Area ROP has over a dozen new and overlapping grants that will be in play in 2026 2027. The Superintendent's Office is responsible for fiscal management of the grants, the overall implementation of grant activities, as well as ensuring that all reporting requirements are met. Below is a list of grants we will coordinate in 2026 2027:

- Career Technical Education Incentive Grant (CTEIG) Round 10
- Career Technical Education Incentive Grant (CTEIG) Round 11
- Career Technical Education Incentive Grant (CTEIG) Round 12
- Strong Workforce Program (SWP) Round 7 PADE
- Strong Workforce Program (SWP) Round 7 HB4EL
- Strong Workforce Program (SWP) Round 7 AI Literacy
- Workforce Innovation and Opportunity Act (WIOA)
- Workability
- California Apprenticeship Innovation (CAI): Dental Assisting Pre-Apprenticeship
- California Apprenticeship Innovation (CAI): Dental Assisting Apprenticeship
- California Apprenticeship Innovation (CAI): Careers in Education Pre-Apprenticeship
- Student Training and Employment Program (STEP) Forward Grant
- Middle College Grant
- Golden State Pathways Program: Health Careers Pathway
- Golden State Pathways Program: Careers in Education Pathway
- Golden State Pathways Program: Zero Emission Vehicle Pathway

Linda Granger is a retired Eden Area ROP employee and former Superintendent who has extensive expertise in supporting the management of grants with a specific specialty in the fiscal management of grants.

CURRENT SITUATION

Significant funding opportunities for Career Technical Education (CTE) via competitive grants continue to be a priority for the Eden Area ROP Center and partner districts. Ms. Granger's expertise is a valuable resource for the organization this year.



The attached is a copy of the agreement between Linda Granger and the Eden Area ROP to provide grant support and consulting services for the 2026-2027 school year.

CONSENT CALENDAR



AGREEMENT FOR SERVICE 2026 2027

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 Linda Granger (the "Service Provider") between July 1, 2026 through June 30, 2027.

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:
 - Shape the advisor relationships upon a high level of professional ethics, appropriate confidentiality, competence and trust
 - Provide extensive, contextualized one-on-one support regarding grant budget development and implementation
 - Provide unlimited phone and email contact to address any specific issues or concerns
 - Provide support in preparing grants in partnership with the organization
 - Provide training to ensure smooth transition in management of existing grant programs

Term of Agreement

2. The term of this Agreement will begin as needed throughout the 2026 2027 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 \$15,000.

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 \$200 per hour worked for a maximum of 75 hours. Days worked will be mutually agreed upon by both parties.
5. Compensation will be payable upon completion of the agreed-to services on a monthly basis.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Confidentiality

7. 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

8. 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

9. 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.
10. 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

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

Assignment

12. 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

13. 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

14. 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

15. 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

16. 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

17. 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

18. 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

19. 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

20. 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

21. 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

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Linda Granger, Service Provider

Date

Blaine C. Torpey, Superintendent
Eden Area ROP

Date



DATE: June 11, 2026
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 Sonia Elgar for Purchasing and Accounts Receivable Services for Adult Programs for the 2026-2027 School Year

BACKGROUND

The Adult Education department has three positions: Director of Adult Programs and Apprenticeships, Program and Internship Coordinator, and Enrollment and Registration Coordinator. This enables us to maintain proper accounting controls with separation of duties.

CURRENT SITUATION

The Program and Internship Coordinator, and Enrollment and Registration Coordinator are continuously updating the Orbund student information system (SIS) every trimester. During the time while adult classes are still running, both positions continue to manage and update to the SIS. As the end of every fiscal quarter and fiscal year end approaches, there is accounting and accounts receivable work that needs to be completed. The attached agreement is our working agreement with independent contractor, Sonia Elgar, for the 2026-2027 school year. Sonia has supported the business department in the past when we have had staff out on leave, and/or for the department's special projects.

CONSENT CALENDAR

AGREEMENT FOR SERVICE 2026-2027

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, 2026 through June 30, 2027

Background:

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

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

Services Provided

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

Term of Agreement

2. The term of this Agreement will begin on July 1, 2026 and will remain in full force and effect until June 30, 2027, 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 \$110.00 per hour. This fee shall be payable monthly, no later than the last day of the month following the period during which the Services were performed.
5. Service Provider must submit an itemized invoice to Business Services which includes dates, time, and type of work accomplished.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Sonia Elgar, Service Provider

Date

Craig Lang, Eden Area ROP
Director of Adult Programs and Apprenticeships

Date



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Michelle Stephens, Assistant Principal
SUBJECT: Request the Governing Board to approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2026-2027 School Year

BACKGROUND

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

CURRENT SITUATION

For the 2026-2027 school year the contract between American Stage Tours and the Eden Area ROP is outlined below:

School	Tour Date	Amount
San Leandro High School	Tuesday, November 3, 2026	\$8,440.00
Mt. Eden High School	Friday, November 6, 2026	\$7,140.00
San Lorenzo High School	Tuesday, November 10, 2026	\$5,480.00
Arroyo High School	Tuesday, November 17, 2026	\$6,840.00
Tennyson High School	Tuesday, December 8, 2026	\$3,820.00
Hayward High School	Friday, December 11, 2026	\$3,820.00
Castro Valley High School	Tuesday, January 26, 2027	\$8,650.00
Redwood High/Lincoln High School	Tuesday, February 23, 2027	\$1,910.00
DICE/Brenkwitz High School	Tuesday, February 23, 2027	\$2,010.00
Total		\$48,110.00

CONSENT CALENDAR



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

Charter Terms and Conditions

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 12, 2026
 Charter No. : **34452**
 Phone: **510-293-2950**
 Fax:
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

The attached Charter 34452 in the amount of \$8,440.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit (if requested). Please include the charter number on all the checks.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price. A fuel surcharge may be added based on the cost of fuel at the time of this trip.

DEPOSITS:

A deposit, if listed on your contract, is due within 14 days of booking the trip. Failure to send the deposit and/or a signed contract may result in a cancellation of the charter. The deposit is refundable if your coach is cancelled before the final payment due date listed on your contract. This does not apply if your contract states the deposit is non-refundable.

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

Smoking, illicit drugs, beer kegs, glass, glass bottles, and x-rated videos are prohibited. All animals except certified service animals are prohibited on the coaches. All passengers must exit the coach on stops of 15 minutes or longer. Passengers may stay on board up to 30 minutes at the direction of the driver. All underage passengers must have a responsible adult chaperone on board the coach at all times.

FEDERAL REGULATIONS:

The Department of Transportation, Bureau of Motor Carrier Safety, has adopted certain regulations for the protection and safety of both the customer and the driver. Drivers are limited to:

1. 15 hours on duty in any one day.
2. Of this 15 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

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

 Charter Party Signature

 Date



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

Charter Confirmation

Confirmed: **05/12/26**
 Charter No. : **34453**

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Phone: **510-293-2950**
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

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

Group Name: Mt. Eden High School	# Coaches: 4
Group Leader:	Equipment: 56 passenger
Destination: Hayward, CA	Requested Driver:
Leave Date: Friday, November 6, 2026	Return Date: Friday, November 6, 2026
Spot Time: 8:15 am	Retn\Drop Time: 11:30 am
Leave Time: 8:30 am	
Pickup Location: Mt. Eden High School 2300 Panama St Hayward, CA 94545	Destination Details: Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$7,140.00
05/20/26	Signed Contract			Amount Paid	\$0.00
10/01/26	PO for Final Pay			Balance Due	\$7,140.00
11/30/26	Final Payment	\$7,140.00			

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

Charter Party Authorized Signature _____ Date _____

Chuck Cooper
 Tour Coordinator



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

Charter Terms and Conditions

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 12, 2026
 Charter No. : **34453**
 Phone: **510-293-2950**
 Fax:
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

The attached Charter 34453 in the amount of \$7,140.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit (if requested). Please include the charter number on all the checks.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price. A fuel surcharge may be added based on the cost of fuel at the time of this trip.

DEPOSITS:

A deposit, if listed on your contract, is due within 14 days of booking the trip. Failure to send the deposit and/or a signed contract may result in a cancellation of the charter. The deposit is refundable if your coach is cancelled before the final payment due date listed on your contract. This does not apply if your contract states the deposit is non-refundable.

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

Smoking, illicit drugs, beer kegs, glass, glass bottles, and x-rated videos are prohibited. All animals except certified service animals are prohibited on the coaches. All passengers must exit the coach on stops of 15 minutes or longer. Passengers may stay on board up to 30 minutes at the direction of the driver. All underage passengers must have a responsible adult chaperone on board the coach at all times.

FEDERAL REGULATIONS:

The Department of Transportation, Bureau of Motor Carrier Safety, has adopted certain regulations for the protection and safety of both the customer and the driver. Drivers are limited to:

1. 15 hours on duty in any one day.
2. Of this 15 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

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

 Charter Party Signature

 Date



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

Charter Confirmation

Confirmed: **05/12/26**
 Charter No. : **34454**

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Phone: **510-293-2950**
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

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

Group Name: **San Lorenzo High School**
 Group Leader:
 Destination: **Hayward, CA**
 Leave Date: **Tuesday, November 10, 2026**
 Spot Time: **8:15 am**
 Leave Time: **8:30 am**
 Pickup Location: **San Lorenzo High School**
50 East Lewelling Blvd.
San Lorenzo, CA

Coaches: **3**
 Equipment: **56 passenger**
 Requested Driver:
 Return Date: **Tuesday, November 10, 2026**
 Retn\Drop Time: **11:30 am**
 Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$5,480.00
05/20/26	Signed Contract			Amount Paid	\$0.00
10/10/26	PO for Final Pay			Balance Due	\$5,480.00
12/01/26	Final Payment	\$5,480.00			

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

 Charter Party Authorized Signature Date

Chuck Cooper
 Tour Coordinator



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

Charter Terms and Conditions

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 12, 2026
 Charter No. : **34454**
 Phone: **510-293-2950**
 Fax:
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

The attached Charter 34454 in the amount of \$5,480.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit (if requested). Please include the charter number on all the checks.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price. A fuel surcharge may be added based on the cost of fuel at the time of this trip.

DEPOSITS:

A deposit, if listed on your contract, is due within 14 days of booking the trip. Failure to send the deposit and/or a signed contract may result in a cancellation of the charter. The deposit is refundable if your coach is cancelled before the final payment due date listed on your contract. This does not apply if your contract states the deposit is non-refundable.

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

Smoking, illicit drugs, beer kegs, glass, glass bottles, and x-rated videos are prohibited. All animals except certified service animals are prohibited on the coaches. All passengers must exit the coach on stops of 15 minutes or longer. Passengers may stay on board up to 30 minutes at the direction of the driver. All underage passengers must have a responsible adult chaperone on board the coach at all times.

FEDERAL REGULATIONS:

The Department of Transportation, Bureau of Motor Carrier Safety, has adopted certain regulations for the protection and safety of both the customer and the driver. Drivers are limited to:

1. 15 hours on duty in any one day.
2. Of this 15 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

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

 Charter Party Signature

 Date



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

Charter Confirmation

Confirmed: **05/12/26**
 Charter No. : **34455**

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Phone: **510-293-2950**
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

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

Group Name: Arroyo High School	# Coaches: 4
Group Leader:	Equipment: 2/48 & 2/56 passenger
Destination: Hayward, CA	Requested Driver:
Leave Date: Tuesday, November 17, 2026	Return Date: Tuesday, November 17, 2026
Spot Time: 8:15 am	Retn\Drop Time: 11:30 am
Leave Time: 8:30 am	
Pickup Location: Arroyo High School 15701 Lorenzo Ave. San Lorenzo, CA 94580	Destination Details: Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>		
05/20/26	Signed Contract			Transport Charge:	\$6,840.00
10/15/26	PO for Final Pay			Amount Paid	\$0.00
12/08/26	Final Payment			Balance Due	\$6,840.00

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

 Charter Party Authorized Signature Date

Chuck Cooper
 Tour Coordinator



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

Charter Terms and Conditions

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 12, 2026

Charter No. : **34455**
Phone: **510-293-2950**
Fax:
Order Date **05/12/26**
SalesRep: **Chuck Cooper**

The attached Charter 34455 in the amount of \$6,840.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit (if requested). Please include the charter number on all the checks.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price. A fuel surcharge may be added based on the cost of fuel at the time of this trip.

DEPOSITS:

A deposit, if listed on your contract, is due within 14 days of booking the trip. Failure to send the deposit and/or a signed contract may result in a cancellation of the charter. The deposit is refundable if your coach is cancelled before the final payment due date listed on your contract. This does not apply if your contract states the deposit is non-refundable.

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

Smoking, illicit drugs, beer kegs, glass, glass bottles, and x-rated videos are prohibited. All animals except certified service animals are prohibited on the coaches. All passengers must exit the coach on stops of 15 minutes or longer. Passengers may stay on board up to 30 minutes at the direction of the driver. All underage passengers must have a responsible adult chaperone on board the coach at all times.

FEDERAL REGULATIONS:

The Department of Transportation, Bureau of Motor Carrier Safety, has adopted certain regulations for the protection and safety of both the customer and the driver. Drivers are limited to:

1. 15 hours on duty in any one day.
2. Of this 15 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

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

Charter Party Signature

Date



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

Charter Confirmation

Confirmed: **05/12/26**
 Charter No. : **34456**

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Phone: **510-293-2950**
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

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

Group Name: **Tennyson High School**
 Group Leader:
 Destination: **Hayward, CA**
 Leave Date: **Tuesday, December 8, 2026**
 Spot Time: **8:15 am**
 Leave Time: **8:30 am**
 Pickup Location: **Tennyson High School**
27035 Whitman St.
Hayward, CA 94544

Coaches: **2**
 Equipment: **56 passenger**
 Requested Driver:
 Return Date: **Tuesday, December 8, 2026**
 Retn\Drop Time: **11:30 am**
 Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$3,820.00
05/20/26	Signed Contract			Amount Paid	\$0.00
11/09/26	PO for Final Pay			Balance Due	\$3,820.00
12/29/26	Final Payment	\$3,820.00			

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

Charter Party Authorized Signature _____ Date _____

Chuck Cooper
 Tour Coordinator



P.O. Box 6123
Concord, CA 94524-1123
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Charter Terms and Conditions

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 12, 2026
 Charter No. : **34456**
 Phone: **510-293-2950**
 Fax:
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

The attached Charter 34456 in the amount of \$3,820.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit (if requested). Please include the charter number on all the checks.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price. A fuel surcharge may be added based on the cost of fuel at the time of this trip.

DEPOSITS:

A deposit, if listed on your contract, is due within 14 days of booking the trip. Failure to send the deposit and/or a signed contract may result in a cancellation of the charter. The deposit is refundable if your coach is cancelled before the final payment due date listed on your contract. This does not apply if your contract states the deposit is non-refundable.

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

Smoking, illicit drugs, beer kegs, glass, glass bottles, and x-rated videos are prohibited. All animals except certified service animals are prohibited on the coaches. All passengers must exit the coach on stops of 15 minutes or longer. Passengers may stay on board up to 30 minutes at the direction of the driver. All underage passengers must have a responsible adult chaperone on board the coach at all times.

FEDERAL REGULATIONS:

The Department of Transportation, Bureau of Motor Carrier Safety, has adopted certain regulations for the protection and safety of both the customer and the driver. Drivers are limited to:

1. 15 hours on duty in any one day.
2. Of this 15 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

 Charter Party Signature

 Date



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Charter Terms and Conditions

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 12, 2026
 Charter No. : **34457**
 Phone: **510-293-2950**
 Fax:
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

The attached Charter 34457 in the amount of \$3,820.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit (if requested). Please include the charter number on all the checks.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price. A fuel surcharge may be added based on the cost of fuel at the time of this trip.

DEPOSITS:

A deposit, if listed on your contract, is due within 14 days of booking the trip. Failure to send the deposit and/or a signed contract may result in a cancellation of the charter. The deposit is refundable if your coach is cancelled before the final payment due date listed on your contract. This does not apply if your contract states the deposit is non-refundable.

CANCELLATIONS:

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PROHIBITED SUBSTANCES:

Smoking, illicit drugs, beer kegs, glass, glass bottles, and x-rated videos are prohibited. All animals except certified service animals are prohibited on the coaches. All passengers must exit the coach on stops of 15 minutes or longer. Passengers may stay on board up to 30 minutes at the direction of the driver. All underage passengers must have a responsible adult chaperone on board the coach at all times.

FEDERAL REGULATIONS:

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2. Of this 15 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

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

 Charter Party Signature

 Date



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 Email: info@americanstagetours.com

Charter Confirmation

Confirmed: **05/12/26**
 Charter No. : **34458**

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Phone: **510-293-2950**
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

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

Group Name: **Castro Valley High School**
 Group Leader:
 Destination: **Hayward, CA**
 Leave Date: **Tuesday, January 26, 2027**
 Spot Time: **8:15 am**
 Leave Time: **8:30 am**
 Pickup Location: **Castro Valley High School
 (Pick up in Loop off Mabel)
 19400 Santa Maria Avenue
 Castro Valley, CA 94546**

Coaches: **5**
 Equipment: **1/48 & 4/56 passenger**
 Requested Driver:
 Return Date: **Tuesday, January 26, 2027**
 Retn\Drop Time: **11:30 am**
 Destination Details: **Eden Area ROP
 26316 Hesperian Blvd.
 Hayward, CA 94545**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$8,650.00
05/20/26	Signed Contract			Amount Paid	\$0.00
12/28/26	PO for Final Pay			Balance Due	\$8,650.00
02/16/27	Final Payment	\$8,650.00			

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

Charter Party Authorized Signature _____ Date _____

Chuck Cooper
 Tour Coordinator



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

Charter Terms and Conditions

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 12, 2026
 Charter No. : **34458**
 Phone: **510-293-2950**
 Fax:
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

The attached Charter 34458 in the amount of \$8,650.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit (if requested). Please include the charter number on all the checks.

RATES:

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DEPOSITS:

A deposit, if listed on your contract, is due within 14 days of booking the trip. Failure to send the deposit and/or a signed contract may result in a cancellation of the charter. The deposit is refundable if your coach is cancelled before the final payment due date listed on your contract. This does not apply if your contract states the deposit is non-refundable.

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

Smoking, illicit drugs, beer kegs, glass, glass bottles, and x-rated videos are prohibited. All animals except certified service animals are prohibited on the coaches. All passengers must exit the coach on stops of 15 minutes or longer. Passengers may stay on board up to 30 minutes at the direction of the driver. All underage passengers must have a responsible adult chaperone on board the coach at all times.

FEDERAL REGULATIONS:

The Department of Transportation, Bureau of Motor Carrier Safety, has adopted certain regulations for the protection and safety of both the customer and the driver. Drivers are limited to:

1. 15 hours on duty in any one day.
2. Of this 15 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

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

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

 Charter Party Signature

 Date



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 TCP 12504-B US DOT 253482
 Website: www.americanstagetours.com
 Email: info@americanstagetours.com

Charter Confirmation

Confirmed: **05/12/26**
 Charter No. : **34459**

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Phone: **510-293-2950**
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

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

Group Name: **Redwood HS & Lincoln HS**
 Group Leader:
 Destination: **Hayward, CA**
 Leave Date: **Tuesday, February 23, 2027**
 Spot Time: **8:45 am**
 Leave Time: **9:00 am**
 Pickup Location: **1) Redwood High School**
18400 Clifton Way, Castro Valley, CA
94546
2) Lincoln High School
1700 Leonard Ave, San Leandro, CA
94577

Coaches: **1**
 Equipment: **34 passengers**
 Requested Driver:
 Return Date: **Tuesday, February 23, 2027**
 Retn\Drop Time: **11:00 am**
 Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$1,910.00
05/20/26	Signed Contract			<u>Amount Paid</u>	\$0.00
01/22/27	PO for Final Pay			Balance Due	\$1,910.00
03/16/27	Final Payment	\$1,910.00			

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

Charter Party Authorized Signature _____ Date _____

Chuck Cooper
 Tour Coordinator



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Concord, CA 94524-1123
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Charter Terms and Conditions

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 12, 2026
 Charter No. : **34459**
 Phone: **510-293-2950**
 Fax:
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

The attached Charter 34459 in the amount of \$1,910.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit (if requested). Please include the charter number on all the checks.

RATES:

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DEPOSITS:

A deposit, if listed on your contract, is due within 14 days of booking the trip. Failure to send the deposit and/or a signed contract may result in a cancellation of the charter. The deposit is refundable if your coach is cancelled before the final payment due date listed on your contract. This does not apply if your contract states the deposit is non-refundable.

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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FEDERAL REGULATIONS:

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1. 15 hours on duty in any one day.
2. Of this 15 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

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

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

 Charter Party Signature

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 Website: www.americanstagetours.com
 Email: info@americanstagetours.com

Charter Confirmation

Confirmed: **05/12/26**
 Charter No. : **34461**

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Phone: **510-293-2950**
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

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

Group Name: **DICE & Brenkwitz Cont. HS**
 Group Leader:
 Destination: **Hayward, CA**
 Leave Date: **Tuesday, February 23, 2027**
 Spot Time: **8:45 am**
 Leave Time: **9:00 am**
 Pickup Location: **1) DICE**
820 Bockman Rd, San Lorenzo, CA
94580
2) Brenkwitz Cont. High School
22100A Princeton St A, Hayward, CA
94541

Coaches: **1**
 Equipment: **48 passengers**
 Requested Driver:
 Return Date: **Tuesday, February 23, 2027**
 Retn\Drop Time: **11:00 am**
 Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$2,010.00
05/20/26	Signed Contract			Amount Paid	\$0.00
01/22/27	PO for Final Pay			Balance Due	\$2,010.00
03/16/27	Final Payment	\$2,010.00			

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

Charter Party Authorized Signature _____ Date _____

Chuck Cooper
 Tour Coordinator



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Charter Terms and Conditions

Lilly Angulo
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 12, 2026
 Charter No. : **34461**
 Phone: **510-293-2950**
 Fax:
 Order Date **05/12/26**
 SalesRep: **Chuck Cooper**

The attached Charter 34461 in the amount of \$2,010.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit (if requested). Please include the charter number on all the checks.

RATES:

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

 Charter Party Signature

 Date

INFORMATION ITEMS



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: The Superintendent's Evaluation Timeline

BACKGROUND

In accordance with Board Policy 2140, Evaluation of the Superintendent, the Governing Board is responsible for annually conducting a formal evaluation of the Superintendent's performance to assess effectiveness in leading Eden Area ROP toward established goals.

CURRENT SITUATION

Attached is a recommended calendar with a timeline to fulfill this obligation.

RECOMMENDATION

Information only



EdenAreaROP Superintendent's Evaluation Action Timeline 2026-2027

Timeline	Action
March 2027	Reminder to the Governing Board of notification for extension of the Superintendent's contract by March 31, 2027.
April 15, 2027	<p>An Evaluation packet will be delivered to the Governing Board, which will include the Superintendent's job description and accomplishments towards the completion of goals.</p> <p>The Governing Board members will discuss the evaluation with their respective Superintendents prior to written finalization.</p>
May 2027	<p>The Governing Board President compiles and summarizes all information into draft for discussion with the Governing Board.</p> <p>The Governing Board discusses the evaluation and prepares for presentation to the Superintendent.</p>
May 2027	The Superintendent will present draft of 2027-2028 goals to the Governing Board in closed session.
June 2027	If draft goals are completed in June, final goals will be presented for approval during open session.
June 2027	<p>Final Evaluation document(s) are presented to the Superintendent. Employment contract language is reviewed, if necessary.</p> <p>Employment contract is finalized and approved.</p> <p>The Governing Board will give the Superintendent suggestions and input for goals for the coming year during closed session.</p>
August 2027	If needed, the Superintendent will present to the Governing Board finalized goals for the 2027-2028 school year.

ACTION ITEMS



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Student Board Member Appointments

BACKGROUND

The Governing Board approved the Student Board Member process to establish opportunities for students to participate in governance and provide input that reflects the student experience across programs. Student board member participation supports student engagement and helps the Board consider a broader range of perspectives when discussing programs and services.

CURRENT SITUATION

Following the approved process, Eden Area ROP conducted outreach and selection activities to identify student representatives for the AM and PM sessions. The following students have been selected to serve as Student Board Members and Alternates.

AM Student Board Member

Abbigail Jones, Careers in Law, Forensics, and Public Safety, San Leandro Unified School District

AM Student Board Member Alternate

Amin Abbas, Careers in Law, Forensics, and Public Safety, San Lorenzo Unified School District

PM Student Board Member

Kaylie Vazquez Trejo, Dental Assisting, Hayward Unified School District

PM Student Board Member Alternate

Gyssel Cuesta Chavez, Auto Collision & Refinishing, Hayward Unified School District

The selected students meet the criteria outlined in the approved process and are prepared to participate in Board meetings for the remainder of the school year.

Approval of these appointments is requested.

RECOMMENDATION

It is recommended that the Governing Board approve the Student Board Member appointments.

DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Proposal of Water Filling Stations on Campus

BACKGROUND

Student access to clean, filtered drinking water is an important component of maintaining a healthy and supportive learning environment. Currently, students at the Eden Area ROP have limited access to filtered drinking water on campus and often rely on disposable plastic water bottles for hydration during the school day.

Student Board Member, Sofia Castellanos, has developed a proposal through her Girl Scout Gold Award project to support the installation of water filling stations on campus.

The project focuses on student wellness, environmental sustainability, and reducing plastic waste.

CURRENT SITUATION

Sofia Castellanos, Student Board Member at Eden Area ROP and a student at Castro Valley High School, is requesting Governing Board approval to move forward with the proposed installation of water filling stations on campus as part of her Girl Scout Gold Award project, titled Eden Area ROP Water Stations.

The proposed project seeks to:

- Improve student and staff access to clean, filtered drinking water
- Promote healthier hydration habits during the school day
- Reduce reliance on disposable plastic water bottles
- Support environmental sustainability efforts on campus
- Increase awareness regarding water conservation and environmental responsibility

As part of the project, the student plans to collaborate with administration, staff, and vendors to obtain cost estimates, develop educational materials, and promote the initiative through presentations, posters, and campus outreach.

The estimated project cost for installation of the water filling stations is approximately \$16,000, with funding anticipated through school funds and donations.

RECOMMENDATION

It is recommended that the Governing Board approve the proposal of water filling stations on campus.



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the 2026-2027 High School Student Calendar

BACKGROUND

Each year the Eden Area ROP develops a school calendar based upon the calendars of the four districts it serves.

CURRENT SITUATION

Three of the four member school districts have now adopted their respective school calendars. The attached Eden Area ROP high school student calendar is being presented to best align with those district calendars.

RECOMMENDATION

It is recommended that the Governing Board approve the 2026-2027 high school student calendar.

EdenAreaROP 2026-2027 HIGH SCHOOL STUDENT CALENDAR

26316 Hesperian Blvd, Hayward, CA • 510.293.2900 • www.edenrop.org

JULY

M	T	W	TH	F
		1	2	*3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
0				

AUGUST

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
13				

SEPTEMBER

M	T	W	TH	F
	1	2	3	4
*7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
21				

OCTOBER

M	T	W	TH	F
			1	2
5	6	7	8	9
*12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
21				

NOVEMBER

M	T	W	TH	F
2	3	4	5	6
9	10	*11	12	13
16	17	18	19	20
23	24	25	*26	*27
18				
15				

DECEMBER

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	*24	*25
28	29	30	31	
13				

JANUARY

M	T	W	TH	F
				*1
4	5	6	7	8
11	12	13	14	15
*18	19	20	21	22
25	26	27	28	29
18				

FEBRUARY

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
*15	16	17	18	*19
22	23	24	25	26
15				

MARCH

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	*31		
20				

APRIL

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
20				

MAY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
*31				
20				

JUNE

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	*18
21	22	23	24	25
28	29	30		
4				

IMPORTANT DATES

July 3, 2026	Independence Day*
August 10, 2026	Teacher Work Day
No 10 month classified	
August 11, 2026	Professional Development
August 12, 2026	Professional Development
August 13, 2026	First Day of School
September 7, 2026	Labor Day*
October 12, 2026	Indigenous Peoples' Day*
November 11, 2026	Veterans Day*
November 23-27, 2026	Fall Break
No students, instructors, 10 month classified, 11 month classified & career counselor. November 26-27, Thanksgiving Holidays*	
December 17, 2026	End of 1st Semester
December 18, 2026	Non-instructional Day
No students, instructors, 10 month classified & career counselor	
December 21-January 1	Winter Break
January 15, 2027	Professional Development
January 18, 2027	Martin Luther King Jr. Day*
February 15-19, 2027	Presidents' Week Break
No students, instructors, 10 month classified & career counselor. February 15 (Lincoln's Birthday) & February 19 (Presidents' Day) Holidays*	
March 31, 2027	Farmerworkers Day*
March 29-April 2, 2027	Spring Break
No students, instructors, 10 month classified, 11 month classified & career counselor	
May 31, 2027	Memorial Day*
June 4, 2027	Last Day of School
June 7, 2027	Teacher Work Day
No students & 10 month classified	
June 18, 2027	Juneteenth*

*Holidays

 	Holidays/Breaks/Non-Instructional Day
 	First/Last Day of School/End of Semester
 	Professional Development (PD)/Teacher Work Day (TWD)

DISTRICTS' FIRST DAY OF CLASS

August 5, 2026	Castro Valley USD
TBD	Hayward USD
August 13, 2026	San Leandro USD
August 13, 2026	San Lorenzo USD

DISTRICTS' LAST DAY OF CLASS

May 28, 2027	Castro Valley USD
TBD	Hayward USD
June 3, 2027	San Leandro USD
June 3, 2027	San Lorenzo USD

NUMBER OF INSTRUCTIONAL DAYS

180 days of instruction
Number of instructional days in a month are in the shaded gray boxes.

EMPLOYEE WORK CALENDAR

August 10, 2026-June 7, 2027	10-Month Certificated
Days Off: All holidays, all breaks & December 18	
August 3, 2026-June 14, 2027	Career Counselor
Days Off: All holidays, all breaks & December 18	
August 11, 2026-June 4, 2027	10-Month Classified
Days Off: All holidays, all breaks, August 10, December 18 & June 7	
July 30, 2026-June 30, 2027	11-Month Classified
Days Off: All holidays, Fall Break, Winter Break & Spring Break	
July 1, 2026-June 30, 2027	12-Month Classified
Days Off: All holidays & Winter Break	

Accredited by the Western Association of Schools and Colleges

Governing Board Approved: TBD



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Calendar of Governing Board Meetings for the 2026-2027 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

The Superintendent requests that the Governing Board review the meeting dates through June 2027 and make any necessary adjustments to align with the annual schedule.

For the 2026-2027 school year, staff have identified a few potential scheduling conflicts and provided options to address them. Staff have also confirmed that the proposed dates do not conflict with the board meeting schedules of partner districts.

RECOMMENDATION

It is recommended that the Governing Board approve the calendar of Governing Board meetings for the 2026-2027 school year.

M E M O

Date: June 11, 2026
 To: Eden Area ROP Governing Board Members
 From: Blaine Torpey, Superintendent
 Re: 2026-2027 Governing Board Meeting Dates

There are several potential conflicts with the 2026-2027 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.

OCTOBER MEETING:

ACOE historically holds their Annual Teacher of the Year Awards Night on the 1st Thursday of the month of October. This year that would be on Thursday, October 1, 2026. This event has typically been programmed for 6:30 pm and this year will be held at the Hayward Unified School District's Performing Arts Center (PAC). This will conflict with our October meeting and the Eden Area ROP staff is suggesting the following options:

1. Leave the meeting at our regularly scheduled time on Thursday, October 1, 2026 at 5:45 pm
2. Change the time of the meeting to 5:00 pm on Thursday, October 1, 2026
3. Change the date to Friday, October 2, 2026 at 5:45 pm
4. Change the date to Thursday, October 8, 2026 at 5:45 pm

District Meetings in October:

San Leandro	Tuesdays	October 13
San Lorenzo	Tuesdays	October 16 and 20
Hayward	Wednesdays	October 14 and 28
Castro Valley	Wednesdays	October 14 and 28

DECEMBER MEETING:

CSBA's Annual Education Conference (AEC) is scheduled for Thursday, December 3, 2026 through Friday, December 5, 2026 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 3, 2026 at 5:45 pm
2. Change the date to Monday, December 7, 2026 at 5:45 pm
3. Change the date to Thursday, December 10, 2026 at 5:45 pm

District Meetings in December:

San Leandro	Tuesdays	December 15
San Lorenzo	Tuesdays	December 8 and 15
Hayward	Wednesdays	December 16
Castro Valley	Wednesdays	December 9

APRIL MEETING:

The Eden Area ROP, along with two of the four school districts will be on Spring Break March 29, 2027 through April 2, 2027. The first Thursday of the month will be April 1, 2027. The Eden Area ROP is requesting that the April Governing Board meeting be held the second week of April on Thursday, April 8, 2027. The Eden Area ROP staff is suggesting the following option:

It should be noted that while the proposed meeting date avoids the Spring Break schedules of Eden Area ROP, San Lorenzo Unified School District, and Castro Valley Unified School District, the proposed date falls during San Leandro Unified School District's Spring Break (April 5 through April 9, 2027). As a result, San Leandro Unified School District may need to arrange alternate representation for the meeting.

1. Thursday, April 8, 2027 at 5:45 pm

District Meetings in April:

San Leandro	Tuesdays	April 13 and 27
San Lorenzo	Tuesdays	April 20
Hayward	Wednesdays	April 21
Castro Valley	Wednesdays	April 14 and 28

District Spring Break:

San Leandro	Monday-Friday	April 5 - April 9
San Lorenzo	Monday-Friday	March 29 - April 2
Hayward	TBD	TBD
Castro Valley	Monday-Friday	March 29 - April 2
Eden Area ROP	Monday-Friday	March 29 - April 2

JUNE MEETING:

Historically, San Leandro Unified School District holds their high school graduation ceremony on the last day of school. In 2027, the last day for San Leandro High School is Thursday, June 3, 2027 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 4, 2027. 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 4, 2027 at 5:00 pm
2. Friday, June 4, 2027 at 5:45 pm
3. Monday, June 7, 2027 at 5:45 pm
4. Thursday, June 10, 2027 at 5:45 pm

Districts' Last Day of School:

Castro Valley	Friday	May 28
San Lorenzo	Wednesday	June 3
San Leandro	Wednesday	June 3
Hayward	TBD	TBD
Eden Area ROP	Thursday	June 4

District Meetings in June:

San Leandro	Tuesdays	June 8 and 15
San Lorenzo	Tuesdays	June 1 and 15
Hayward	Wednesdays	June 9 and 23
Castro Valley	Wednesdays	June 9 and 23

EdenAreaROP

GOVERNING BOARD MEETING DATES 2026-2027

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 pm 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 webinar, please join using the following Zoom link at the scheduled meeting time:

<https://zoom.us/j/98353230547>

The following dates have been scheduled for 2026-2027:

Date	Time	Important Notes
July 2026		No meeting scheduled
Thursday, August 6, 2026	5:45 pm	
Thursday, September 3, 2026	5:45 pm	
October 2026	TBD	TBD by the Governing Board
Thursday, November 5, 2026	5:45 pm	
December 2026	TBD	TBD by the Governing Board
January 2027		No meeting scheduled
Thursday, February 4, 2027	5:45 pm	
Thursday, March 4, 2027	5:45 pm	
April 2027	TBD	TBD by the Governing Board
Thursday, May 6, 2027	5:45 pm	
June 2027	TBD	TBD by the Governing Board

Special Board Meetings:

Thursday, February 4, 2027	4:00 pm
Thursday, June 17, 2027	5:45 pm

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.

2026 Calendar Year

Board Member	Board Title	District	Two Year Term	New Term Commences
Juan Campos	President	San Lorenzo	1/26-12/27	1/2028
Dolly Adams	Vice-President	Castro Valley	1/25-12/26	1/2027
Zachary Borja	Member	San Leandro	1/25-12/26	1/2027
Austin Bruckner Carrillo	Member	Hayward	1/26-12/27	1/2028
Abbigail Jones	Student Board Member	Eden Area ROP	8/26-6/27	8/2027
Kaylie Vazquez	Student Board Member	Eden Area ROP	8/26-6/27	8/2027

2027 Calendar Year

Board Member	Board Title	District	Two Year Term	New Term Commences
Juan Campos	TBD	San Leandro	1/27-12/28	1/2029
TBD	TBD	San Lorenzo	1/26-12/27	1/2028
TBD	TBD	Castro Valley	1/27-12/28	1/2029
Austin Bruckner Carrillo	TBD	Hayward	1/26-12/27	1/2028
Abbigail Jones	Student Board Member	Eden Area ROP	8/26-6/27	8/2027
Kaylie Vazquez	Student Board Member	Eden Area ROP	8/26-6/27	8/2027

DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Second Reading and Adoption of Governing Board Policy and Administrative Regulation 5020: Parent Rights and Responsibilities

BACKGROUND

By law, districts are mandated to adopt policies and administrative regulations to help ensure that districts are legally compliant. New laws are passed by the legislature and congress every year and our policies can quickly become out-of-date.

The Eden Area ROP's policy development process includes a first reading at a public Governing Board meeting and a subsequent second reading and adoption for Board approval at a public Governing Board meeting.

CURRENT SITUATION

Governing Board Policy and Administrative Regulation 5020: Parent Rights and Responsibilities was presented for first reading on December 11, 2025. The item returned for second reading on February 5, 2026; however, following Board discussion regarding opt out provisions and related instructional notification language, the Governing Board directed that the item be pulled for further revision and review.

This revision reflects direction provided by the Governing Board at the February 5, 2026 meeting and incorporates updated language to clarify parent and guardian rights related to instructional notification, opt out provisions, and other related requirements. The updates also ensure alignment with applicable law and recent legal guidance referenced in the policy rationale.

AR 5020 lists the rights and responsibilities of parents and guardians. Two out of four partner districts have approved the same language as proposed. Procedural issues will be presented in BP 6143 Courses of Study.

What follows is the second reading of the revised Governing Board Policy and Administrative Regulation 5020: Parent Rights and Responsibilities for Board consideration.

RECOMMENDATION

It is recommended that the Governing Board approve the second reading and adoption of Governing Board Policy and Administrative Regulation 5020: Parent Rights and Responsibilities.

Policy 5020: Parent Rights And Responsibilities

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** Pending

The Governing Board recognizes that parents/guardians of high school Eden Area Regional Occupational Program (Eden Area ROP) students have certain rights as well as responsibilities related to the education of their students/children.

The Governing Board believes that the education Eden Area ROP's relationship with parents/guardians is one of the Eden Area ROP's students is a shared responsibility, mutual support and respect. The Superintendent or designee shall work with parents/guardians, including parents/guardians of English learners, to determine appropriate roles and responsibilities of parents/guardians, school staff and students for continuing the intellectual, physical, emotional, and social development and well-being of their students at each school site, including the means by which the Eden Area ROP and parents/guardians can help their students achieve academic and other standards of the school Eden Area ROP.

Within this framework, the Eden Area ROP's school's primary responsibility shall be to provide a high-quality curriculum and instructional program in a supportive and effective learning environment that enables all students to meet the academic expectations of the school Eden Area ROP.

Parents/guardians shall have the opportunity to work with schools the Eden Area ROP in a mutually supportive and respectful partnership and to help their students succeed in school. (Education Code 51100)

~~(cf. 5022 – Student and Family Privacy Rights)~~

~~(cf. 6020 – Parent Involvement)~~

The Superintendent or designee shall ensure that Eden Area ROP staff understand the rights of parents/guardians afforded by law, and Governing Board policy, and administrative regulation, and follow acceptable practices that respect those rights.

~~(cf. 4131 – Staff Development)~~

~~(cf. 4231 – Staff Development)~~

~~(cf. 4331 – Staff Development)~~

The Superintendent or designee shall ensure that parents/guardians receive notification regarding their rights, in accordance with law, including, but not limited to, their rights in accordance with 20 USC 1232g and 34 CFR 99.1-99.8, the federal Family Educational Rights and Privacy Act (FERPA), and as specified in Board Policy/Exhibit (1) 5145.6 – Parent/Guardian Notifications.

~~(cf. 5145.6 – Parental Notifications)~~

When required by law, Board policy, or administrative regulation, the Eden Area ROP shall notify parents/guardians that they may request to opt their student out of certain instruction. Students

for whom the Eden Area ROP has approved the opt out shall be offered an alternative activity of similar educational value.

The Superintendent or designee shall take all reasonable steps to ensure that all parents/guardians who speak a language other than English are properly notified in English, and in their home language, of the rights and opportunities available to them pursuant to Education Code 48985. (Education Code 51101.1)

Regulation 5020: Parent Rights And Responsibilities

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** Pending

Parent/Guardian Rights

The rights of parents/guardians of Eden Area Regional Occupational Program (Eden Area ROP) students include, but are not limited to, the following:

1. ~~1.~~ To observe, within a reasonable period of time after making the request, the classroom(s) in which their ~~student~~ child is enrolled or for the purpose of selecting the school in which their ~~student~~ child will be enrolled (Education Code 51101)

Parents/guardians may observe instructional and other school activities that involve their ~~student~~ child in accordance with ~~Governing~~ Board policy and administrative regulations adopted to ensure the safety of students and staff, prevent undue interference with instruction or harassment of school staff, and provide reasonable accommodation to parents/guardians. Upon written request by a parent/guardian, the Superintendent or designee shall arrange for parental observation of a class or activity in a reasonable time frame and in accordance with ~~Governing~~ Board policy and administrative regulations. (Education Code 49091.10)

~~(cf. 6116 – Classroom Interruptions)~~

2. ~~2.~~ To meet, within a reasonable time of their request, with their ~~child's~~ student's teacher(s) and an administrator (Education Code 51101)
3. ~~3.~~ Under the supervision of Eden Area ROP employees, to volunteer their time and resources for the improvement of center facilities and programs, including, but not limited to, providing assistance in the classroom with the approval, and under the direct supervision, of the teacher (Education Code 51101)
4. ~~4.~~ To be notified on a timely basis if their ~~student~~ child is absent from school without permission (Education Code 51101)

~~(cf. 5113 – Absences and Excuses)~~

5. ~~5.~~ To have a school environment for their student that is safe and supportive of learning (Education Code 51101)

~~(cf. 0450 – Comprehensive Safety Plan)~~

~~(cf. 3515 – Campus Security)~~

~~(cf. 5131 – Conduct)~~

~~(cf. 5137 – Positive School Climate)~~

~~(cf. 5142 – Safety)~~

6. ~~6.~~ To examine the curriculum materials of the class(es) in which their ~~student~~ child is enrolled (Education Code 51101; 20 USC 1232h)

Parents/guardians may inspect, in a reasonable time frame, all primary supplemental 113

instructional materials and assessments stored by the classroom teacher, including textbooks, teacher's manuals, films, audio and video recordings, and software, stored by the classroom teacher. (Education Code 49091.10)

Each school site shall make available to parents/guardians and others, upon request, a copy of the prospectus for each course, including the titles, descriptions and instructional aims of the course. (Education Code 49091.14)

The school may charge an amount not to exceed the cost of duplication if a hardcopy is created. (Education Code 49091.14)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

7. To be notified of the opportunity to opt their child out of certain instruction, as required by law (Education Code 51240, 51938)
8. ~~7.~~ To be informed of their ~~student's~~ child's progress in school and of the appropriate school personnel whom they should contact if issues arise with their ~~student~~ child (Education Code 51101)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6020 - Parent Involvement)

9. ~~8.~~ To have access to the ~~school~~ student records of their ~~student~~ child (Education Code 51101)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

10. ~~9.~~ To receive information concerning the academic performance standards, proficiencies, or skills their ~~student~~ child is expected to accomplish (Education Code 51101)

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

11. ~~10.~~ To be informed in advance about school rules, including disciplinary rules and procedures in accordance with Education Code 48980, attendance policies, dress codes, and procedures for visiting the school (Education Code 51101)

(cf. 1250 - Visitors/Outsiders)

(cf. 5132 - Dress and Grooming)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

12. ~~11.~~ To ~~refuse~~ receive notice and information about and to ~~submit or to participate in~~ opt out of any assessment, analysis, evaluation, or monitoring of the quality or character of the student's home life, any form of ~~parental~~ parent/guardian screening or testing, any nonacademic home-based counseling program, parent/guardian training, or any prescribed

family education service plan, and to inspect any survey collecting personal information (Education Code 49091.18; 20 USC 1232h)

~~(cf. 5022 – Student and Family Privacy Rights)~~

- ~~12.~~ To participate as a member of a parent advisory committee, school site council, or site-based management leadership team in accordance with any rules and regulations governing membership in these organizations (Education Code 51101)

~~For parents/guardians of English learners, this right shall include the right to participate in Eden Area ROP advisory bodies in accordance with federal and state law and regulations. (Education Code 51101.1)~~

~~(cf. 0420 – School Plans/Site Councils)~~

~~(cf. 1220 – Citizen Advisory Committees)~~

~~(cf. 6171 – Title I Programs)~~

~~(cf. 6175 – Migrant Education Program)~~

- ~~13.~~ To question anything in their child's student's record that the parent/guardian feels is inaccurate or misleading or is an invasion of privacy and to receive a response from the school (Education Code 51101)

~~(cf. 5125.3 – Challenging Student Records)~~

- For parents/guardians of English learners, to be given any required written notification, under any applicable law, in English and the student's home language pursuant to Education Code 48985 (Education Code 51101.1)

These rights shall be exercised in accordance with applicable Board policy and administrative regulation.

Parent Responsibilities

Parents/guardians may support the learning environment of their student by: (Education Code 51101)

1. Monitoring attendance of their student/child
2. Ensuring that homework is completed and turned in on time
~~(cf. 6154 – Homework/Makeup Work)~~
3. Encouraging their student/child to participate in extracurricular and cocurricular activities
~~(cf. 6145 – Extracurricular and Cocurricular Activities)~~
4. Monitoring and prohibiting or regulating the screen time use of social media and other forms of online entertainment viewed by their student/child
5. Working with their student/child at home in learning activities that extend the classroom learning
6. Volunteering in their student's/child's classroom(s) or for other school activities

{cf. 1240 - Volunteer Assistance}

7. ~~7.~~ Participating in decisions related to the education of their own ~~student~~ child or the total school program, as appropriate
-



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Second Reading and Adoption of Governing Board Policy 6143: Courses of Study

BACKGROUND

By law, districts are mandated to adopt policies and administrative regulations to help ensure that districts are legally compliant. New laws are passed by the legislature and congress every year and our policies can quickly become out-of-date.

The Eden Area ROP's policy development process includes a first reading at a public Governing Board meeting and a subsequent second reading and adoption for Board approval at a public Governing Board meeting.

CURRENT SITUATION

Governing Board Policy 6143: Courses of Study was presented for first reading as part of the Board policy update process. The policy was then included in the second reading and adoption agenda on February 5, 2026; however, it was pulled following Board discussion related to opt out language and instructional content considerations, along with related legal and policy alignment questions.

The policy has since been revised to clarify language regarding nondiscrimination in educational programs and activities, including updates reflecting current state and federal law and recent legal guidance. Revisions also include updates to align with requirements related to the adoption of courses of study for secondary grades, including required instructional content and program expectations.

In addition, the policy has been updated to include an opt out process related to instructional content based on religious beliefs, customs, or practices. The process language outlines the information required when a parent or guardian submits a written opt out request and provides for administrative review of such requests, including consultation with legal counsel as appropriate.

Per the Board's request, Eden Area ROP is proposing the opt-out process. This process is the same as two of our four partner districts.

What follows is the second reading of the revised Governing Board Policy 6143: Courses of Study for Board consideration.

RECOMMENDATION

It is recommended that the Governing Board approve the second reading and adoption of Governing Board Policy 6143: Courses of Study.

Policy 6143: Courses Of Study

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** Pending | **Last Reviewed Date:** 12/07/2023

The Governing Board recognizes that a well-aligned sequence of courses fosters academic growth and provides for the best possible use of instructional time. The Eden Area Regional Occupational Program's (Eden Area ROP) course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful academically, professionally, and personally.

The Superintendent or designee shall establish processes for ensuring the articulation of courses. As necessary, the Superintendent or designee shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, only utilizes prerequisites that are essential to success in a given program of course, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

The Eden Area ROP shall not provide any course separately or require or refuse participation by any student on the basis of the student's actual or perceived sex, sexual orientation, gender, gender expression, gender identity, race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; race, ancestry, national origin, religion; color, mental or physical disability; age, medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; or any other characteristic listed in Education Code 200 and 220, Government Code 11135, or Penal Code 422.55, or the student's perception of one or more of such characteristics; a combination of two or more of such characteristics or association with a person or group with one or more of such these actual or perceived characteristics; or a combination of two or more of them. (Education Code 200, 220; Government Code 11135; Penal Code 422.55; 5 CCR 4940)(Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; Penal Code 422.55; 5 CCR 4940; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

Secondary Grades

The Eden Area ROP shall offer all otherwise qualified students in grades 9-12 a course of study that includes all required instructional content and prepares them, upon graduation from high school, to attain entry-level employment skills in business or industry. (Education Code 51228)

The Superintendent or designee shall develop a process by which courses that meet California college admission criteria (referred to as "A-G" course requirements) are submitted to the University of California for review and certification. The Superintendent or designee shall maintain an accurate list of all current high school courses that have been so certified, shall ensure that the list is provided annually to all students in grades 9-12 and their parents/guardians, and shall make updated lists readily available. (Education Code 51229, 66204)

Parental Notification and Opt-Out

When required by law, Board policy, or administrative regulation, the Eden Area ROP shall notify parents/guardians that they may request to opt their student out of certain instruction. Students for whom the Eden Area ROP has approved the opt-out shall be offered an alternative activity of similar educational value.

When a parent/guardian submits a written request to opt the parent's/guardian's student out of instruction based on religious beliefs, customs, or practices, the request shall include the following:

1. The specific instructional content of which the student should be opted out
2. The specific religious belief(s), custom(s), and/or practice(s) with which the specific instructional content substantially interferes
3. How the specific instructional content substantially interferes with the specific religious belief(s), custom(s), and/or practice(s), including any grade level or individual student characteristics relevant to the opt-out request

As necessary, the Superintendent or designee may work with the Eden Area ROP's legal counsel to evaluate each opt-out request and determine whether it shall be granted.



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board approve the Zero-Emission Vehicle (ZEV) Technology Curriculum for Year 2 Semester 1

BACKGROUND

The Eden Area ROP was awarded a grant through the California Air Resources Board (CARB) to develop a high school Zero-Emission Vehicle (ZEV) Technology Program. In alignment with California's goal to transition to 100% zero-emission vehicle sales by 2035 and with the increasing demand for skilled technicians in clean energy and sustainable transportation, the Eden Area ROP seeks to expand its course offerings in the Systems Diagnostics, Service, and Repair Pathway, under the Transportation Sector. The addition of a Zero-Emission Vehicle (ZEV) Technology course is intended to provide students with up-to-date, industry-relevant training that prepares them for careers in emerging vehicle technologies.

This curriculum was developed in consultation with industry partners, post-secondary institutions, and instructors with expertise in clean vehicle systems. Hatch Consultants, Chabot College and AC Transit have supported the development of this program. It is designed to introduce students to the fundamental principles of electric and hydrogen fuel cell vehicles, safety protocols, diagnostics, maintenance, and the latest advancements in zero-emission technologies.

CURRENT SITUATION

The Zero-Emission Vehicle Technology curriculum for Semester 1 of Year 2 follows the Course Outline. It aligns with the California Career Technical Education Model Curriculum Standards in Transportation and the needs of the regional labor market.

Approval of this curriculum by the Governing Board will allow the Eden Area ROP to offer the course to high school students beginning in the 206 2027 school year. The course will support students in building foundational knowledge and technical skills, earning industry-recognized certifications, and pursuing post-secondary education and employment in clean vehicle technology sectors.

RECOMMENDATION

It is recommended that the Governing Board approve the Zero-Emission Vehicle (ZEV) Technology Curriculum Year 2 Semester 1.



Zero-Emission Vehicle (ZEV) Technology Curriculum Year 2 Semester 1

Below are the links to the Eden Area ROP Zero-Emission Vehicle Technology Curriculum for Year 2 Semester 1.

The Unit Map is a graphic organizer of all the curriculum. The Course Outline provides a narrative overview of the course. The Pacing Guides present the overall structure of the curriculum by Unit and Week.

[EAROP ZEV Unit Map.pdf](#)

[Course Outline Zero-Emission Vehicle Technology IIP.pdf](#)

[EAROP ZEV Curriculum Pacing Guide Y2 Q1.pdf](#)

[EAROP ZEV Curriculum Pacing Guide Y2 Q2.pdf](#)

Each Unit Folder contains the Lesson Plans, Assessments and Presentations. Year 2, Semester 1 has six units and comprises 90 days of instruction.

[Unit 1](#)

[Unit 2](#)

[Unit 3](#)

[Unit 4](#)

[Unit 5](#)

[Unit 6](#)

[Unit 6](#)



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board approve the Zero-Emission Vehicle (ZEV) Technology Curriculum for Year 2 Semester 2

BACKGROUND

The Eden Area ROP was awarded a grant through the California Air Resources Board (CARB) to develop a high school Zero-Emission Vehicle (ZEV) Technology Program. In alignment with California's goal to transition to 100% zero-emission vehicle sales by 2035 and with the increasing demand for skilled technicians in clean energy and sustainable transportation, the Eden Area ROP seeks to expand its course offerings in the Systems Diagnostics, Service, and Repair Pathway, under the Transportation Sector. The addition of a Zero-Emission Vehicle (ZEV) Technology course is intended to provide students with up-to-date, industry-relevant training that prepares them for careers in emerging vehicle technologies.

This curriculum was developed in consultation with industry partners, post-secondary institutions, and instructors with expertise in clean vehicle systems. Hatch Consultants, Chabot College and AC Transit have supported the development of this program. It is designed to introduce students to the fundamental principles of electric and hydrogen fuel cell vehicles, safety protocols, diagnostics, maintenance, and the latest advancements in zero-emission technologies.

CURRENT SITUATION

The Zero-Emission Vehicle Technology curriculum for Semester 2 of Year 2 follows the Course Outline. It aligns with the California Career Technical Education Model Curriculum Standards in Transportation and the needs of the regional labor market.

Approval of this curriculum by the Governing Board will allow the Eden Area ROP to offer the course to high school students beginning in the 2026 2027 school year. The course will support students in building foundational knowledge and technical skills, earning industry-recognized certifications, and pursuing post-secondary education and employment in clean vehicle technology sectors. Year 2 Semester 2 Curriculum is in process.

RECOMMENDATION

It is recommended that the Governing Board approve the Zero-Emission Vehicle (ZEV) Technology Curriculum Year 2 Semester 2.



Zero-Emission Vehicle (ZEV) Technology Curriculum Year 2 Semester 2

Below are the links to the Eden Area ROP Zero-Emission Vehicle Technology Curriculum for Year 2 Semester 2.

The Unit Map is a graphic organizer of all the curriculum. The Course Outline provides a narrative overview of the course. The Pacing Guides present the overall structure of the curriculum by Unit and Week.

[EAROP ZEV Unit Map.pdf](#)

[Course Outline Zero-Emission Vehicle Technology IIP.pdf](#)

[EAROP ZEV Curriculum Pacing Guide Y2 Q3.pdf](#)

[EAROP ZEV Curriculum Pacing Guide Y2 Q4.pdf](#)

Each Unit Folder contains the Lesson Plans, Assessments and Presentations. Year 2, Semester 2 has six units and comprises 90 days of instruction.

[Unit 7](#)

[Unit 8](#)

[Unit 9](#)



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board approve the Agreement with 4myBenefits, Inc. for Employer Reporting Services for the 2026-2027 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 the Eden Area ROP in meeting this requirement, the organization has contracted with 4myBenefits, Inc. for employer reporting services. Previously, the Eden Area ROP contracted with The Baldwin Group; however, due to a significant increase in fees from The Baldwin Group, the organization is projected to realize an estimated annual cost savings of approximately \$3,500 by transitioning to 4myBenefits, Inc.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with 4myBenefits, Inc. for employer reporting services for the 2026-2027 school year.

**PPACA Forms 1094 and 1095
Reporting Service Agreement**

This PPACA Forms 1094 and 1095 Reporting Service Agreement (this “Agreement”) is made and entered into as of May 1, 2026 by and between 4myBenefits, Inc., an Ohio corporation with a principal place of business located at 4600 McAuley Place, Suite 250 Blue Ash, OH 45242 (“4MB”) and Eden Area Regional Occupational Program (“End User”), with a principal place of business located at 26316 Hesperian Blvd, Hayward, CA 94545, each individually referred to as a “Party” and collectively referred to as “Parties”.

4MB has partnered with Aatrix Software, Inc. (“Aatrix”) to provide a service for the filing of certain Internal Revenue Service (“IRS”) forms that are required to be filed under Internal Revenue Code § § 6055 and 6056 by employers that either provide self-insured group health plan coverage and/or are large employers as defined by the Patient Protection and Affordable Care Act (“PPACA”). 4MB shall provide this service to End User in accordance with this Agreement utilizing the information provided by End User in accordance with Section 3 of this Agreement.

1. Scope of Services

A. Federal Services Included. Each related entity with a separate IRS employer identification number will be set up in the reporting system as a separate entity within End User’s controlled group. 4MB will track the enrollment data of employees and dependents for each entity in the End User’s controlled group. 4MB will prepare Forms 1094 and 1095 on behalf of each entity in the End User’s controlled group. 4MB will electronically transmit Forms 1094 to the IRS by the required deadline. 4MB will deliver, by first-class mail, Forms 1095 to all employees that are currently maintained in 4MB’s online enrollment and benefits administration system. Upon filing and distributing, 4MB will provide copies of all Forms 1094 and 1095 to the End User for its records.

B. State & Local Services Included. If End User makes a selection below, 4MB will also prepare and submit the reporting that is required in the following states or localities:

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> New Jersey | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Washington D.C. | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> California | |

Such reporting services will only include the transmission of the filing to the above-referenced states or locations and will not include the mailing of paper forms to employees.

C. Services Not Included. The services being offered by 4MB and Aatrix under this Agreement are limited to what is listed in 1.A of this Agreement. This service does not include 4MB: (i) tracking the hours of employees or calculating whether an employee is full-time; (ii) determining whether an employee should be offered group health plan coverage; (iii) tracking an employee’s hours of service; (iv) determining whether any coverage offered is affordable; (v) determining whether the entities that the End User has identified are part of the End User’s controlled group; or (vi) determining if the End User or any related entity is eligible for any transition relief under PPACA.

2. Term and Termination

- A. Term. The initial term of this Agreement shall be for the period beginning on the date that Agreement is signed and ending on December 31st. Thereafter, Agreement shall automatically renew on January 1st for subsequent twelve (12) month terms unless either party notifies the other in writing at least 90 days in advance of the expiration of the then current term of its intent not to renew.
- B. Termination by End User. End User may terminate this Agreement at any time if 4MB materially breaches this Agreement or if the services do not substantially conform to the description set forth above; provided, however, that End User will provide 4MB written notice of the breach and 4MB will have thirty (30) days to remedy the breach. In the event End User cancels or terminates this Agreement prior to the end of the specified Term, End User agrees to pay a pro-rata portion of the fees for the current Term.
- C. Termination by 4MB. In the event End User shall be in breach or default of any of the terms, conditions or covenants of this Agreement, including, without limitation, the payment when due of the fees, and such breach or default shall continue for a period of thirty (30) days after the date of 4MB's written notice to End User, then in addition to any other rights or remedies it may have, 4MB shall have the immediate right, in its sole discretion, to either (A) temporarily suspend or discontinue providing services to End User, in which event this Agreement shall continue in full force and effect until terminated by 4MB; or (B) terminate this Agreement. Said suspension, discontinuance or termination of services by 4MB in accordance with this Section 2.C shall not be deemed to be a breach by 4MB of its obligations under this Agreement.
- D. Effect of Termination. Termination of this Agreement shall not relieve End User of its obligation to pay all fees that have accrued prior to the date of termination or are otherwise owed by End User under this Agreement. The parties' rights and obligations under Sections 5, 6, 7 and 8 shall survive termination of this Agreement.

3. End User Responsibility for Data

- A. Providing Data. End User understands that it must provide certain data correctly and timely in order for 4MB to complete the Forms 1094 and 1095 and any selected state or local filing requirements. The information that is required to be provided by the Employer will include the following: (i) identifying information for each entity in the End User's controlled group; (ii) the number of full-time employees each month of the calendar year for each entity; (iii) the total number of employees each month of the calendar year for each entity; (iv) the employee share of the lowest cost monthly premium for self-only minimum value coverage for each employee group; (v) whether any entity is relying on a transitional relief and, if so, which relief they are relying upon; (vi) whether each plan offered by the entities is a qualifying health plan and whether it provides minimum essential coverage; (vii) which affordability safe harbor, if any, is being utilized by the organizations and for which groups of employees is each affordability safe harbor being used; and (viii) enrollment and eligibility data for any individuals or groups of individuals that require filings not currently stored or supported in the current 4MB services. This list of information may be updated from time-to-time by 4MB. For End User's that have selected New Jersey or Washington D.C. reporting services, 4MB will rely on the employees' home addresses that are listed as part of the payroll system to

determine if an employee is a resident of New Jersey or Washington D.C. If End User wishes to provide a separate list instead of using payroll information, it should submit a list of all employees who were residents of New Jersey or Washington D.C. at any time during the reporting year no later than each January 31st. End User certifies that any and all information that 4MB will be sharing with Aatrix to perform the services outlined in this Agreement consists of employment records and is not “protected health information” as defined by the Health Insurance Portability and Accountability Act of 1996 and its underlying regulations.

- B. Timeliness and Format. End User will provide all data requested within 30 business days of the request and in the format requested. 4MB will provide End User an application and data format for any data required.
- C. Accurate Information. End User acknowledges that it is solely responsible for the quality of the data provided by the End User or by a third-party on behalf of the End User. End User will validate the completeness and accuracy of all data prior to submitting it to 4MB. 4MB shall have no liability with regard to any errors on the IRS Forms that result from End User’s failure to timely or accurately provide data.

4. Additional Responsibilities

- A. Compliance with Laws. End User is responsible for compliance with all applicable federal, state and local laws and regulations, including compliance with PPACA. 4MB has no discretionary authority, responsibility or control concerning or with respect to the administration or operation of End User’s plans.
- B. Plan Design. End User is responsible for making all determinations regarding whether to offer coverage under its plans and to whom it should offer coverage. 4MB does not assume any responsibility for the general design of the End User’s group health plans, the terms of those plans, the administration of the plans or any act or omission by the End User related to the plans.
- C. Seeking Legal Advice. End User should consult legal counsel regarding any legal issues surrounding providing health insurance coverage to its employees, including any strategies for compliance with the PPACA. End User understands that 4MB is not a law firm and cannot and has not provided legal advice to End User.

5. Exclusivity and Confidentiality

- A. Exclusive Property. End User understands that any and all applications or software designed by 4MB or Aatrix for End User are the exclusive property of 4MB and/or Aatrix. End User acknowledges this Agreement conveys no title to or ownership of any 4MB or Aatrix products, all of which are and will remain the sole property of 4MB or Aatrix. Notwithstanding the foregoing, 4MB shall not and shall cause its respective employees, agents, representatives and subcontractors, not to disclose nor use the confidential information of End User in any manner (including without limitation, End User’s name, logos, trademarks or service marks) without the prior written consent of End User.
- B. Confidentiality. End User agrees to observe confidentiality with regard to all aspects of 4MB and Aatrix products. The End User acknowledges that any data interfaces developed by 4MB and Aatrix, are valuable intellectual property containing trade secrets and proprietary information developed by 4MB and/or

Aatrix, and End User agrees it will not modify or attempt to modify any of the data interfaces in any manner.

6. Fees

- A. Annual Fee. End User agrees to pay 4MB the annual setup fee listed below as ACA Services Setup upon signing this Agreement. The set-up fee will be due upon execution and subsequent renewals of this Agreement.
- B. Per Filing Fee. End User agrees to pay the annual Per Filing Fee listed below as ACA Services to 4MB based on the number of employee filings that it completes on the End User's behalf. The Per Filing Fee will be based on the actual number of Forms 1095 submitted by 4MB on behalf of the End User. The Per Filing Fee will be payable in two installments. Upon execution of Agreement, an amount equal to 50% of the estimated annual total of fee will be due and payable to 4MB. The estimated annual fee will be based on the number of Forms 1095-C that each of the entities in the End User's controlled group filed in the prior year. In January of each year, 4MB will calculate the actual annual fee and the balance will be billed to End User and will be due within 30 days of receipt of the invoice.

After the initial year of this Agreement, the first installment of the annual fee will be due upon the renewal of the Agreement.

Fees –	
Service	Fee
ACA Services	\$7.50 Per Filing Per Year
ACA Services Setup	\$500.00 Flat Annual
ACA Fulfillment	\$1.00 Per Filing As Needed
State Reporting Services	\$1.25 Per Filing As Needed
ACA Services Annual Filing Minimum	\$1,500.00 Annual Minimum

- C. Corrections. If End User submits corrected data to 4MB prior to filing, changes will be allowed at no charge. Correction submitted after the mailing and or the filing process are subject to the Per Filing Fee outlined above.
- D. Expedited Fees. End User agrees to pay an additional \$15 labor charge for expedited late filings if necessary. End User will provide 4MB with UPS shipping information for delivery to the appropriate agency.
- E. Taxes. The fees listed in Section 6 of this Agreement do not include taxes. If 4MB is required to pay sales, use, property, value-added or other taxes based on the services provided or on End User's use of the services, then such taxes shall be billed to and paid by End User.

7. Disclaimer and Limitation of Liability

- A. Disclaimer. End User acknowledges and agrees that, except as expressly set forth in this Agreement (i) End User's use of the services is at its own risk; (ii) the 4MB services are provided on an "AS IS", "AS AVAILABLE" basis without any warranties of any kind, whether express or implied; (iii) 4MB does not warrant that

the services will meet End User's requirements, that the 4MB services will operate in the combinations which End User may select for use, or that the operation of the 4MB services will be uninterrupted.

- B. Limitation of Liability. Except as expressly set forth in this Agreement, 4MB makes no express or implied representations or warranties in respect of the services or condition, merchantability, fitness for any particular purpose or use by End User. Except to the extent that any Business Associate Agreement applies, 4MB shall not be liable for any (i) special, indirect, incidental, punitive or consequential damages, including loss profits arising from or related to the breach of this Agreement or the operation or use of the services including, without limitation, damages arising from the interruption or failure of telecommunications or digital transmission links, internet slowdowns or failures, accuracy of the data on the End User's systems, performance or non-performance of any third party tools or products or their impact on the End User's systems, loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against End User by any third person, even if 4MB has been advised of the possibility of such damages; or (ii) damages (regardless of their nature) for any delay or failure by 4MB to perform its obligations under the Agreement due to any cause beyond 4MB's reasonable control.
- C. Liability for Late Filing Fees. If End User's filings required under Internal Revenue Code § § 6055 and 6056 are not timely submitted due to an act or omission of 4MB or Aatrix and the IRS issues a late fee for the late filings, 4MB will indemnify End User for any late filing fees it is assessed.
- D. Exclusive Remedy. 4MB's entire liability shall be the correction of errors or conditions that cause such breach of this Agreement, or, if 4MB is unable to do so, End User shall be entitled to recover actual damages not to exceed the amount End User paid to 4MB for the services provided under this Agreement in a single term of the Agreement.

8. Indemnification

- A. Indemnification by End User. End User shall indemnify, defend and hold harmless 4MB, its members, directors, officers, employees and agents from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' fees) incurred, arising from or out of this Agreement, End User's use of the services, or the negligence or willful misconduct of End User, its agents or employees excluding claims, actions, damages, liabilities and expenses arising out of 4MB's negligence or willful misconduct. In addition, End User hereby agrees to indemnify, defend and hold harmless 4MB, its members, directors, officers, employees and agents from and against any and all third party claims, actions, demands, damages, liabilities, costs and expenses as a result of any action arising out of or relating to (i) any premium charge, tax, penalty, payment or similar assessment (federal, state or local), for which the End User or its group health plans are liable, including, but not limited to, any assessable payment or tax under Internal Revenue Code § 4980H or § 4980D, or any provision of the PPACA, (ii) End User's violation of laws or regulations applicable to its group health plans, and (iii) any of End User's responsibilities as set forth in this Agreement.
- B. Indemnification by 4MB. 4MB shall indemnify, defend and hold harmless End User, its members, directors, officers, employees and agents from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' fees)

incurred, arising from or out of this Agreement, or the negligence or willful misconduct of 4MB, agents or employees excluding claims, actions, damages, liabilities and expenses arising out of End User's negligence or willful misconduct.

9. Miscellaneous

- A. Authority. Each individual signing this Agreement on behalf of a corporation, limited liability company, partnership or other entity represents that he or she has the necessary authority to execute this Agreement on behalf of such an entity and that all necessary entity action has been taken approving the execution of this Agreement.
- B. Waiver. The failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not affect any subsequent breach or the right to require performance or to claim a subsequent breach.
- C. Governing Law. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of Ohio, without regard to principles or conflicts of law.
- D. Notices. All notices and other communications required hereunder shall be made in writing and shall be deemed to have been duly given and effective: (i) on the date of delivery, if delivered personally; (ii) on the earlier of the fourth (4th) day after mailing or the date of the return receipt acknowledgment, if mailed, postage prepaid, by certified or registered mail, return receipt requested; (iii) on the following day if sent by nationally recognized overnight courier service such as Federal Express; or (iv) on the date of transmission, if sent by facsimile, telecopy, telegraph, telex, e-mail or other similar communications equipment; to the respective parties at the following addresses, or at such other addresses as the parties shall designate by written notice to the other:

If to 4MB:

4myBenefits, Inc.
4600 McAuley Place Suite 250
Blue Ash, OH 45242
Attention: Justin S. Peter
Telephone: 513-891-6726
Fax: 513-891-6826

If to End User:

Eden Area ROP

Attention:
Telephone:
Fax:

- E. Validity If any part of this Agreement is found to be invalid or unenforceable, then that part of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement in any way unless the invalidity significantly affects the ability of either party to perform as contemplated under this Agreement.
- F. Assignment. This Agreement shall be binding upon and shall inure to the benefit of 4MB and End User and their respective successors and assigns.
- G. Entire Agreement. This Agreement comprises the entire agreement between the parties and may not be modified or amended except by written instrument signed by authorized representatives of the parties.

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

4myBenefits

End User

Signature

Signature

Justin Peter
Printed Name

Printed Name

Co President
Title

Title

Date

Date

Invoice and Payment Preferences

Please complete the following information in order to provide accurate and timely billing to your organization.

Billing Address

Please confirm if the Current billing address below is correct or provide new billing address

information if appropriate. If your organization is tax exempt, please provide 4myBenefits with the proper documentation.

Current			New (complete if Current is incorrect)		
Address 1			Address 1		
Address 2			Address 2		
City	State	Zip	City	State	Zip
Country			Country		

Emailed Invoice Recipients

4myBenefits provides all invoices through email. Please indicate the name and email address of all parties that need to receive each invoice.

Invoice Recipients			
Attention to:		Email Address:	
Attention to 2:		Email Address 2:	



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Agreement with Sage Business and Education LLC for Consultant Services to Create a Five-Year Strategic Plan for the 2026-2027 School Year

BACKGROUND

The Eden Area Regional Occupational Program has remained nimble and responsive to student need, partner district priorities and to a constantly changing fiscal landscape. Since the enactment of the Local Control Funding Formula (LCFF) in 2013, which eliminated direct and consistent funding for ROPs, EAROP has had to focus heavily on securing funding to meet student need and student demand.

CURRENT SITUATION

Per our Board-approved Annual Goals and Implementation Plan, Goal 1 is to Strengthen the Eden Area ROP Climate, Culture and Communication. The first priority of this goal is continue to refine a comprehensive strategic plan that is guided by the Vision Statement, Mission Statement, Eden Area ROP Core Values, Student Learning Outcomes, Governing Board, and stakeholder input to allow for priority-driven and balance-informed decision making.

The Eden Area ROP has been growing at a rapid pace, challenging organizational capacity. Eden Area ROP needs to strategically manage the impact of growth to ensure that there are appropriate resources to support students, programs, and staff. The Eden Area ROP wants to ensure that the facilities are safe and modern and that every student is offered guaranteed and viable CTE programming. Without dedicated funding for all services provided to students and partner districts, sustainability is a specific challenge. If Eden Area ROP is going to continue to grow, it must do so in a way that sustains these services at each inflection point.

In the Educational Services Department that serves high school programs, any staff support that has been added has been directly funded and assigned to grant projects. Programs such as STEP, HB4EL and pre-apprenticeships have added services but not staff to address the growth of our standard services.

Eden Area ROP needs to approach these challenges thoughtfully and with the input of all stakeholders as there is not ongoing funding to provide ongoing services.

Eden Area ROP will benefit greatly from building and implementing a Five-Year Strategic Plan that incorporates student need and outcomes, stakeholder priorities and available resources. The Strategic Plan will assist the Governance Team and Eden Area ROP Leadership in establishing priorities and making decisions that align with where the organization sees itself as a community in the next five years.



It is recommended that the Governing Board consider the proposal to recruit and retain a Strategic Planning Consultant for an amount not to exceed \$20,000 to develop a five year strategic plan during the 2026-2027 school year.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with Sage Business and Education LLC for Consultant Services to create a five-year strategic plan for the 2026-2027 school year.



AGREEMENT FOR SERVICE 2026 2027

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 Sage Business and Education LLC (the "Service Provider") between July 1, 2026, through June 30, 2027.

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:
 - Supporting and guiding the development of a Five-Year Strategic Plan for EAROP
 - Conduct a needs assessment and Baseline Review
 - Strategic Framework development
 - Plan Development and Validation

Term of Agreement

2. The term of this Agreement will begin as needed throughout the 2026 2027 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 \$20,000.

Performance

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

Compensation

4. Compensation will be payable upon completion of the agreed to services on a monthly basis.
5. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

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 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

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 turn 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 Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

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

Inurement

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

James Hayes, Sage Business and Education LLC

Date

Blaine C. Torpey, Superintendent
Eden Area ROP

Date



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Agreement with the Student Conservation Association, Inc. (SCA) for Youth Development, Garden-Based Workforce Training, and Campus Improvement Services from May 15, 2026 through July 30, 2027

BACKGROUND

The Eden Area ROP Health and Wellness Garden is a hub of instructional and community activities. Our Maintenance and Security Team, Linden Keiffer and Dale Garrison, have developed a place on campus that captures the natural beauty of a garden but also one that produces food for our Culinary pathway.

Almost all Eden Area ROP pathways have assisted in the care and development of the garden. Construction has built structures for the garden. Welding has created signage, decorative fixtures and bird baths. Urban Farming interns built planting boxes and irrigation systems.

Mr. Keiffer and Mr. Garrison have also led instruction on composting, medicinal plants and herbs, as well as engaging the community in creating a space on campus focused on sustainability and wellness.

CURRENT SITUATION

The Student Conservation Association, Inc. (SCA) is offering to support Eden Area ROP Health and Wellness Garden projects by providing volunteer work crews on weekends and during the summer. Eden Area ROP will work with partner districts to support volunteer recruitment. This is mutually beneficial for both agencies and a great way to celebrate the Eden Area ROP Garden and its positive impact on campus.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with the Student Conservation Association, Inc. (SCA) for youth development, garden-based workforce training, and campus improvement services from May 15, 2026 through July 30, 2027.



**SITE AGREEMENT
BETWEEN
THE STUDENT CONSERVATION ASSOCIATION, INC.
AND
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM**

SCA AGREEMENT NUMBER:	NFPA 00033937 EAROP FY27
TERM OF AGREEMENT:	05/15/2026 – 07/30/2027
NUMBER OF MEMBERS/LEADERS:	Up to 10 members and/or 8 leaders
ESTIMATED WEEKS TO BE SERVED:	62 WEEKS

This (“Agreement”) is made by and between **The Student Conservation Association, Inc.**, a New York corporation with its principal place of business at 1310 N. Courthouse Road, Suite 110, Arlington, VA 22201, (“SCA”), and **Eden Area Regional Occupational Program (EAROP)** - 26316 Hesperian Blvd. Hayward, CA 94544 (“Partner”), who collectively may be referred to for the purpose of this Agreement as the Parties.

SCA conducts and maintains a conservation service crew program for the purpose of providing an educational opportunity and hands-on conservation and natural resource management opportunities to high school-age youth (15 - 19 years old) and young adults (19-29 years old). SCA crews consist of high school students (“Crews”) and adult crew leaders (“Crew Leaders”) provided by SCA; SCA interns and fellows work individually and in groups on projects. Projects for Crews will generally involve urban agriculture, repair and backlogged maintenance of parkland trails and public access structures, including such projects as site restoration, re-vegetation, repairing bridges, repairing and stabilizing historic structures, repairing and maintaining recreational facilities and trails, habitat improvement, stream restoration, and other projects suitable for groups.

Whereas the Partner wishes to engage SCA crew members, crew leaders, and interns for the following project work to be performed between May 15, 2026, or such later date and July 30, 2027, or such later date.

- The scope of activities is tentatively:
- SCA will provide support for the EAROP garden (exact dates TBD). Work will be after school or during summer hours when school is not in session. Projects can include basic gardening, structure repair, creation of pathways, composting, and other tasks identified.
 - SCA Leaders (8) will conduct project activities and team training in June 2026 (exact dates and times TBD)
 - SCA Fellow will provide weekly garden support in Summer 2026
 - SCA Crew (8 members, 2 leaders) will provide support for the garden at dates TBD during the 2026-2027 school year.
 - EAROP will help recruit high school aged students for SCA Crews in the 2026-2027 school year.
 - EAROP will recruit volunteers to help support SCA project days.

Now therefore, in consideration of the above premises, the Parties hereto agree as follows:

1. To mutually undertake the Project.

2. Costs for the Project under this Agreement shall be provided in full by funding secured by SCA, and the performance of this Agreement by both parties is contingent upon SCA's receipt of this funding.
3. The Partner agrees:
 - a. To determine the acceptability of applicants provided by SCA for member positions and select and notify SCA of the names of candidates appropriate for the conservation Project.
 - b. To accept responsibility for direct daily oversight of members selected by the Partner and furnished by SCA, to carry out the Project.
 - c. To provide meaningful service assignments relating to the implementation of the Partner's natural resource management, environmental education or interpretive plans and/or programs.
 - d. To provide training, including training in any pertinent safety procedures, and appropriate oversight for Project activities assigned to members to make their service more effective and ensure that they are properly trained for all activities they are expected to perform. The quality of an SCA conservation intern experience is heavily dependent upon the contribution a professional mentor can make to the member.
 - e. Intentionally Omitted
 - f. To provide all necessary tools, equipment (including safety equipment and facilities), Project specifications and all applicable rules and regulations for all members. The Partner will provide SCA with a Job Hazard Assessment for the Project when appropriate and SCA shall brief its participants on the safety and risk management issues contained in such Job Hazard Assessment.
 - g. Intentionally Omitted
 - h. To provide written performance evaluations to SCA, on forms provided by SCA, for each member performing service under this Agreement.
 - i. To arrange for all permits, licenses and approvals, and other administrative or governmental clearances required by federal, state, municipal, or local subdivision law or regulations necessary with regard to the administration of the Project. In the event the Project may affect or be carried out on property owned by a person, agency or organization other than the Partner, the Partner shall obtain in writing the necessary permission to enter upon the property and carry out the Project.
 - j. Intentionally Omitted
 - k. To permit members to wear an approved SCA uniform during their project.

1. To ensure that the SCA member's duties match the approved position description, and to ensure that any SCA AmeriCorps member does not engage in activities that are prohibited under AmeriCorps program eligibility requirements set forth at 45 CFR Part 2520, including 45 CFR 2520.40, 2520.45, 2520.65 and 2540.100. Prohibited activities include any tasks which: Supplant or displace an employee or volunteer; Provide a direct benefit to a business organized for profit, a labor union or a partisan political organization; Involve religious instruction or activities; Involve conducting a voter registration drive; Involve any advocacy for or against proposed legislation, a political party or candidate, or any other potentially partisan activities; or Provide abortion services or referrals for receipt of such services. AmeriCorps members may participate in fundraising activities only if such activities are directly in support of their specific program's service activities, and provided that such sales or fundraising activities occupy less than ten percent of the member's originally agreed-upon term of service, as reflected in their member enrollment; and further provided that the fundraising or sales activities do not include any of the following: Writing a grant application to the Corporation or to any other Federal agency; Raising funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment; or any other activity in violation of AmeriCorps requirements.
4. SCA agrees:
 - a. To recruit, appoint, and place qualified candidates (based on the Partner's project specifications) who are acceptable to the Partner as members and assign these members as requested by the Partner for the Project.
 - b. To obtain and maintain all appointment and administrative records for members sponsored under this Agreement.
 - c. To provide an AmeriCorps Educational Award to qualifying members, but only if and when made available by the Corporation for National and Community Service.
5. It is mutually agreed
 - a. That members shall not be assigned law enforcement or firefighting duties; members shall not be permitted to handle or discharge any firearms or explosives unless provided explicit permission by SCA's National Director for Conservation Interns. members shall only operate mechanized equipment when provided all necessary safety training and only with on-site oversight by the Partner; and members may be allowed to drive a vehicle owned, rented, leased or loaned by or to the Partner only when (1) the vehicle is used with written permission from the Partner field manager, only for official agency use; (2) the driver is properly licensed and qualified to operate the vehicle; (3) the driver has completed a defensive driving course within the last three years or the Partner maintains, and the driver is made aware of the requirements of, a safe driver policy and (4) both the driver and the vehicle will be covered by an insurance policy maintained by the Partner for the use of such vehicle.
 - b. SCA shall maintain its current general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage, subject to the usual and

customary policy conditions (including standard exclusion on vehicles licensed for highway use and on property in the care, custody and control of the policyholder). The Partner may be named as an additional insured to the extent its interest may appear. For the purposes of tort and workers compensation claims, responsibility and coverage are borne by SCA.

- c. Each party hereto shall indemnify and save harmless the other party from all claims, suits and actions for or on account of any injuries or damages occasioned by the other party's act of negligence or by the act of negligence of any its employees or volunteers and at its own cost and expense shall defend any and all such claims, suits or actions. For the right of indemnification in favor of any party to remain in effect, that party (the notice party) shall give the other party (the recipient party) prompt written notice of any claim or threat of a claim which may give rise to such right of indemnification. The notice party shall give the recipient party the opportunity to defend any such claim or proceeding being defended. Without the recipient party's written consent, the notice party shall not settle, compromise or adversely affect in any manner the defense of such claim.
- d. SCA shall assist the Partner in its investigation, whenever required, of any accident involving any member under this Agreement. In the event of such accident, SCA shall be deemed a temporary consultant for purposes of such investigation, and shall be provided access on a confidential basis to all investigative records and reports compiled or prepared by the Partner concerning such accident.
- e. When in the opinion of the Partner field manager or SCA program staff, any health or safety violations occur, or there is performance below mutually agreed upon standards, the Partner field manager or SCA individual, as the case may be, shall notify the other party to take corrective action.
- f. The Partner reserves the right to require the removal of any member on the basis of unacceptable performance and/or conduct problems. SCA reserves the right to withdraw any member when the Partner fails to provide sufficient and appropriate Project assignments, safe conditions, appropriate housing, training, or Project oversight.
- g. This Agreement may be terminated at any time by mutual agreement of the Parties or by unilateral decision of either party provided at least thirty (30) days written notice is given to the other party. Amendments to the Agreement may be proposed by either party and shall become effective upon written agreement by the Parties.
- h. Matt Gray, Senior VP of Programs, mgray@thesca.org, is hereby designated to serve as SCA's representative with the Partner in implementation of this Agreement.

Blaine Torpey, btorpey@edenrop.org is designated to serve as the Partner's representative in the implementation of this Agreement.

- i. The terms of this Agreement shall be construed in accordance with the laws of the State of Virginia.

**THE STUDENT CONSERVATION
ASSOCIATION, INC.**

By:

Matt Gray

Title: Sr. VP of Programs

Date:

**EDEN AREA REGIONAL
OCCUPATIONAL PROGRAM**

By:

Blaine Torpey

Title:

Date:



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the MOU between the Eden Area ROP and Chabot College to Establish a Middle College

BACKGROUND

California Education Code 11300 establishes the framework and intent for Middle College and Early College High Schools. Education Code 11300 states that the goal of a Middle College High School (MCHS) is “to select at-risk high school students who are performing below their academic potential and place them in an alternative high school located on a community college campus in order to reduce the likelihood that they will drop out of school before graduation.”

Middle College is a partnership between public schools and community colleges that allows students to earn both a high school diploma and substantial college credit.

The Eden Area ROP consortium and Chabot have been working on this initiative since the initial discussions in Fall 2024. The Chabot Middle College Program follows the successful model of the Las Positas Middle College operated by the Tri-Valley ROP. Juniors and seniors will spend their entire school day on Chabot's campus. They will take three high school courses taught by high school teachers while the rest of their classes will be selected from Chabot's course catalog. The Chabot Middle College will not be its own school, rather a program under the Eden Area ROP's supervision.

CURRENT SITUATION

The Eden Area ROP/Chabot Middle College Steering Committee has been meeting since May 2025. Since that time, the Steering Committee has been working on the MOU between the Eden Area ROP and Chabot, the student profile, facilities, planning and program implementation.

The MOU serves as the guiding agreement between the Eden Area ROP and Chabot College.

RECOMMENDATION

Request the Governing Board approve the MOU between the Eden Area ROP and Chabot College to establish a Middle College.

This Memorandum of Understanding (this "Agreement") is between the **Eden Area Regional Occupational Program** (the "EAROP") and **Chabot College** (the "College").

1. Purpose:

The parties to this MOU shall enter into an agreement to establish a Middle College for high school juniors and seniors from the EAROP member districts. Said program - hereto for referred to as "Middle College" - provides students the opportunity to take college courses at the College via dual enrollment in alignment with CA Ed Code 11300. Middle College allows at-risk students performing below their academic potential an alternative high school located on Chabot College's campus to earn both a high school diploma and up to two years of transferable college credits simultaneously. The program also prepares high school students for successful careers and future educational opportunities by fully integrating high school, college, and career preparation; by improving academic performance; and by increasing high school and college completion rates.

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:

2. Courses of Study

- a. Middle College and the College shall provide a curricular pathway that enables a participating student to receive a high school diploma, according to their resident district's graduation requirements, while earning college credit through dual enrollment in courses that fulfill general education requirements toward a certificate, an associate degree, or transfer to a four-year educational institution. Students will be required to select a Chabot Career Pathway of study and restricted to courses in the published College's schedule of classes. Middle College students will be held to the same academic standards and expectations of all other matriculating students.

3. Student Enrollment

- a. Upon mutual agreement, the Academic Pathways and Student Success Division and the College Admissions and Records Department will assist with enrollment at least

once per semester for all students who are qualified and shall enroll in academic dual enrollment courses. Middle College students must meet the same admission requirements and course pre-requisites as all College students for college classes. Middle College will enroll no more than 140 students per year with a goal of enrolling no less than 35 students per cohort. Enrollment in dual credit courses is contingent upon Middle College students maintaining academic and progress standards per applicable College policies and procedures.

4. Dual Enrollment

- a. Middle College students are dual enrollment students. As such, the following applies:
 - i. Definition: High School 11th and 12th graders who wish to enroll in college-level, certificate or degree-applicable courses. Dual enrollment students must be recommended by their high school principal or designee and must have written parental permission. Dual enrollment requires students to complete an admission application to be accompanied by a current high school transcript (R4 affidavit for home school students), a dual enrollment recommendation form to be submitted by the established deadline by the college.
 - ii. Course Restrictions: dual enrolled students are not allowed to enroll in Kinesiology (Physical Education), basic skills English, and English as a Second Language (ESL).
 - iii. Nonresident Tuition Exemption: Dual enrollment students (high school student enrolled in college classes) who are classified as non-resident student for tuition purposes may be eligible for the Assembly Bill 2364 waiver of non-resident tuition while still in high school. Student must be a special admit part-time (enrolled in 12 units or less) student who currently reside in California and are attending high school in California. Students wishing to take advantage of this exemption should complete a nonresident exemption form and attach a copy of high school transcripts showing current enrollment. Documentation should be submitted to the Admissions and Records Office.
 - iv. Dual enrollment Forms: The Middle College Program Coordinator upon receipt of the approval from EAROP member districts has the authority to sign as District Designee for EAROP members districts for all new and continuing students enrolled in Middle College for summer, fall, winter and spring terms, including the preceding summer term prior to the first semester in Middle College.

5. College Issued Email Account

- a. Middle College Staff will be issued a College email account to support the integration of the program into the College and allow for clear communication between the College and Middle College staff.
- b. Middle College students will be issued a College e-mail account upon successful submission of an admission application. It is the responsibility of the student to activate and check their college issued e-mail account on a regular basis as it serves as a primary means of communication by the College to students. It is the responsibility of the student to follow the Middle College Technology Usage Agreement. Middle College students are held to Middle College Student Conduct policy and the Chabot Code of Conduct.

6. College Issue Student ID number

- a. Middle College students will be issued a College student identification number upon successful submission of an admission application. It is the responsibility of the student to maintain the student identification number confidential and to utilize it when conducting College business in-person or online.

7. Course Registration

- a. Middle College students are held to the same course registration dates and determination as defined by the College. The College's Admissions & Records Office and the Academic Pathways and Student Success Division will work in collaboration with Middle College personnel to facilitate the batch and individual course registration processes and identify and publicize pertinent registration information prior to the subsequent term.
- b. Middle College students will receive priority registration on SOAR (Student Onboarding and Registration) Day following the state mandated and locally identified groups upon the completion of orientation, assessment, and student education plan and based on the units completed and currently enrolled at the College. This applies to incoming students and registration may begin with the preceding summer term prior to the first semester in Middle College.

8. Counseling Services

- a. The College will identify a dedicated counselor to provide academic, career, and personal counseling to Middle College students 17 ½ hours per week during the fall and spring terms. This does not preclude a Middle College student from receiving counseling services independently at the Counseling Department. Academic

counseling assistance will be provided to help draft or update student educational plans, advise students on how to choose educational goals, majors, and careers, and help students complete documentation related to their completion of degrees or certificates, and application to transfer to four-year colleges and universities. The College's academic counselors cannot provide high school counseling services or assist with program coordination.

- b. Once accepted into Middle College, and prior to their first semester, Middle College students will have the opportunity to meet with an academic counselor to develop an initial student educational plan. During the first semester, Middle College students will meet with an academic counselor to develop a comprehensive student educational plan. Following the completion of the initial student educational plan, Middle College students will have the opportunity to meet with an academic counselor to modify their student educational plan, discuss specific course selection, discuss college transfer options, and review other academic matters.

9. Student Interviews

- a. The EAROP in coordination with JPA member districts will conduct interviews of prospective Middle College students annually as part of the admission application process specifically for Middle College. The College may assign a representative to assist and participate in these interviews.

10. Academic Calendar

- a. Middle College will follow the College academic calendar with additional high school days, as needed.

11. Academic Freedom

- a. Academic freedom exists and is nurtured in our community for the common good of all citizens. Students, faculty, administrators and society itself derive benefits from the practice of academic freedom with its open search for truth and its free exposition. Academic freedom is fundamental for the protection of the instructor's right in teaching and the student's right in learning in the classroom and on the campus. Academic freedom carries with it responsibilities correlative to rights, such responsibilities being implicit in all freedoms and assured by all members of the college to ensure the rights of others. Middle College students will be subject to the same curriculum and academic standards as regular College students. Some course material or topics may cover mature subjects.

12. Fees

- a. EAROP will be responsible for Middle College student enrollment fees up to fourteen (14) units per semester and other applicable fees. The fees will be payable in two equal installments due in January and June each year. The standard published enrollment fee as set by state statute will apply. The College will notify EAROP of anticipated cost increases projected for the next academic year by March of each year, if there are any changes in the state-mandated enrollment fees or other applicable fees. Other applicable fees include student health services fee, student representation fee, student activities fee, and transportation fee.

13. Student Conduct

- a. Middle College students are required to adhere to College regulations regarding facilities and equipment usage, College standards of student conduct and EAROP student conduct policies and are subject to appropriate action taken by EAROP and College personnel.
- b. The Middle College Site Administrator will review the Code of Conduct with students and staff.

14. Student Health and Wellness Center

- a. Middle College students will have access to the College's Student Health & Wellness Center upon payment of the student health fee and submission of appropriate documentation. The provision of some health services is confidential in compliance with applicable law.

15. Mental Health Services

- a. Middle College students may access the College's mental health services provided by the College's Student Health & Wellness Center. The provision of mental health services is bound to privacy by applicable law and does not require parental or guardian consent or permit disclosure without written authorization.

16. Student ID Card

- a. All students are required to carry a valid photo identification card with current validation sticker. This card is essential for use of library, computer laboratory,

bookstore, AC Transit and other campus services. Student identification cards are provided free of charge.

17. Textbooks and Supplemental Materials

- a. EAROP will provide Middle College students with college-approved textbooks and supplemental materials, including, but not limited to, departmental course software. EAROP will also be responsible for purchasing or renting all textbooks, supplemental materials, course materials fees, supplies, uniforms, tools, and operational equipment required for all classes, and will provide them to students enrolled in Middle College.
- b. The College will provide Middle College staff with access to Canvas.

18. Facilities

- a. Middle College courses will be conducted on the College site with physical space provided at no cost to EAROP. Physical space includes:
 - i. A minimum of two classrooms for Middle College on a scheduled basis.
 - ii. Office space for Middle College administrator, staff, and faculty.
 - iii. A gathering space for students to use when not attending classes or other meetings.
 - iv. Access to a meeting room for high school personnel meetings when scheduled through the appropriate office utilizing normal college procedures.
 - v. Use of an appropriate facility for the Middle College graduation celebration as a College co-sponsored activity.
 - vi. Through normal procedures, scheduled access to a computer laboratory as needed and as available.
 - vii. Computer laboratory access for mandatory high school spring testing including the secure downloading of needed files.
 - viii. Middle College shall have access to College facilities during business days and hours of operation.
- b. The College would provide maintenance, custodial, technical support, and other related services to keep these spaces and the technology therein in adequate working condition.
- c. All parties agree that, should the need for additional facilities arise, they will collaborate in good faith to identify appropriate spaces on the Chabot campus that can support the emergent need.
- d. As dually enrolled students at the College, Middle College students will have access to College facilities as enrolled College students.

19. Security and Safety

- a. If any Middle College student or assigned personnel should experience an accident or sudden illness while on the premises of the College, the response to such incidents will be based upon the guidelines and operational procedures of the College as well as other agreements between EAROP and the College that have been executed for specific or exceptional purposes. The College's Office of Campus Safety will serve as the primary responder to accidents or illnesses.

20. Program Evaluation

- a. EAROP and the College will conduct an evaluation of the Middle College program which will be completed each year, including, but not limited to attendance and retention rates, grade point average (GPA) of high school-credit only courses and college courses, satisfactory progress in college courses, and adequate progress toward the college-readiness of the students in the program.

21. Decision Making Body

- a. The EAROP Coordinating Council including the College President or designee will serve the purposes of mutual decision-making. The Middle College Program Coordinator and the Vice President of Academic Services will confer and reach consensus on the implementation of procedural matters. The EAROP Coordinating Council will conduct a yearly review of the program evaluation data and material providing results to Chabot College.

22. Policy Conflicts

- a. Middle College established under this MOU will be governed by state and federal laws and regulations, applicable school districts, and college policies and procedures. If the high school district and college policies and procedures are in conflict, the college policy and procedure will prevail regarding any matter of college: (1) curriculum; (2) facilities; (3) academic and student support services; (4) extracurricular activities; (5) co-curricular activities; or (6) student conduct.

23. Terms, Renewal and Termination of Agreement

- a. The effective date of this MOU shall be upon signing and shall automatically renew for successive two-year renewal terms under the terms and conditions set forth in this MOU. The MOU shall be reviewed every 24 months. The College and EAROP reserve and have the right to terminate the MOU upon service of written notice to the other party no later than January annually.

24. Amendments

- a. The Parties to the MOU acknowledge that it may be necessary to amend and/or modify this MOU from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto and approved by the respective governing board or board of trustees.

25. Indemnification

- a. To the extent authorized by law, in consideration of the performance of both parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants, and employees of the other party from and against any and all claims and liabilities from any acts or omissions of the other party, its agents, servants, or employees, in the performance of this agreement, except that neither party shall indemnify the other for claims or liabilities arising solely from the negligence, act or omission of the other party.

26. Insurance

- a. For the purposes of Middle College, Middle College students will be considered under the supervision of Middle College staff unless under the direct supervision of the College faculty during Chabot Classes.
- b. The College and EAROP shall obtain and maintain the policies of insurance or equivalent program of self-insurance and limits as shown below for the duration of this Contract. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Contract. Should the College and EAROP maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of each party and those coverages and

limits shall become the required minimum limits of insurance and coverage in all sections of this Contract.

- i. General Liability coverage, including premises, operations, products and completed operations and contractual liability with limits not less than \$1,000,000 per occurrence, \$1,000,000 General Aggregate and \$1,000,000 Products–Completed Operations Aggregate for bodily injury, personal injury, and property damage.
- ii. The General Liability Coverage shall include the following endorsements for each party:
 1. The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement, CG 20 11 or CG 20 26, naming these parties or a blanket additional insured endorsement applicable “when required by written contract or contract”;
 1. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or contract”;
 2. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket primary, non- contributory endorsement applicable “when required by written contract or contract”.

27. Confidentiality of Student Records

- a. The Parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws and regulations. In accordance with the Family Educational Rights and Privacy Act (FERPA) and EAROP member district board policies, all records relating to students that are generated or maintained by either party shall be considered educational records in accordance with applicable laws and policies.

28. Equal Opportunity Statement

- a. The College and EAROP sponsored programs and activities shall comply with all equal opportunity policies and procedures of the College and all school districts. In compliance with federal law, the College does not discriminate on the basis of race, color, national origin, religion, sex, disability, age, citizenship status, and genetic information. In addition, California state law also prohibits discrimination on the basis of race, color, ancestry, national origin, religion, sex (including

pregnancy, childbirth, and related medical conditions), disability (physical or mental), age, genetic information, marital status, sexual orientation, gender identify and gender expression, AIDS/HIV, medical condition, political activities or affiliations, military or veteran status, and status as a victim of domestic violence, assault, or stalking.

29. Notice of Nondiscrimination

- a. The College and EAROP sponsored programs and activities shall comply with all nondiscrimination policies and procedures of the College and all school districts. The College is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities. The College, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or because he/she is perceived to have one or more of the foregoing characteristics, or based on association with a person

30. Title IX Notice

- a. Title IX of the Educational Amendments of 1972 is an all-encompassing federal law that prohibits discrimination based on the gender of students and employees of educational institutions which receive federal financial assistance. Under Title IX, discrimination on the basis of sex can include sexual harassment, rape, and sexual assault.
- b. Colleges that receive federal financial assistance may be held legally responsible when it knows about and ignores sexual harassment or assault in its programs or activities. Colleges may be held responsible in court whether the harassment is committed by a College employee or student.

31. Severability

- a. If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of

each clause or provision of this agreement that is illegal, invalid, or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

32. Notices

- a. Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to: EAROP, Chabot College and Chabot Las Positas Community College District.

Superintendent
Eden Area ROP
26316 Hesperian Blvd
Hayward, CA 94545

President
Chabot College
25555 Hesperian Blvd.
Hayward, CA 94545

Vice Chancellor, Business Services
Chabot Las Positas Community College District
7600 Dublin Blvd., 3rd Floor
Dublin, CA 94568

33. Execution of Agreement

- a. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties. Signature pages sent via email shall also constitute original signatures under this Agreement.
- b. Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

Blaine C. Torpey
Superintendent
Eden Area ROP

Date

Jamal A. Cooks, PhD
President
Chabot College

Date

Jonah Nicholas
Vice Chancellor, Business Services
Chabot Las Positas Community College District

Date



DATE: June 11, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Third 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.

The Governing Board approved the second amendment to the Employment Agreement for Superintendent Torpey on June 6, 2025. The Amendment modifies the agreement's term such that it modifies the geographic parameters for mileage reimbursement and it shall commence on July 1, 2025, and terminate on June 20, 2029.

CURRENT SITUATION

The Governing Board has been presented with a third Amendment to the Employment Agreement for Superintendent Torpey. The Amendment modifies the agreement's term such that it shall commence on July 1, 2026, and terminate on June 20, 2030.

FISCAL IMPACT:

No additional fiscal impact.

RECOMMENDATION

It is recommended that the Governing Board approve the third 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, 2026, and terminate on June 30, 2030, 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 with the beginning point being EAROP Hayward Campus.

GOVERNING BOARD OF THE EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

Upon review of and a motion by Trustee _____ and a second by Trustee _____ the Governing Board approved addendum to the Superintendent's employment agreement.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Juan Campos, Governing Board President

Approval Date

ACCEPTANCE

I hereby accept this contract of employment and agree to comply with its conditions and to fulfill all of the duties of employment as Superintendent of the Eden Area Regional Occupational Program.

Blaine C. Torpey, Superintendent

Date of Acceptance