

EdenAreaROP
Governing Board
Meeting Agenda



26316 Hesperian Blvd. Hayward, CA



(510) 293-2971



www.edenrop.org



THURSDAY,
AUGUST 6, 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

San Lorenzo Unified School District



Dolly Adams, Vice President

Castro Valley Unified School District



Zachary Borja, Member

San Leandro Unified School District



Austin Bruckner Carrillo, Member

Hayward Unified School District

STUDENT BOARD MEMBERS



Abbigail Jones

Eden Area ROP (AM)



Kaylie Vazquez Trejo

Eden Area ROP (PM)



Regular Meeting of the ROP Governing Board

Date: **Thursday, August 6, 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/99260652948>

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 themselves and their organizational affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the 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 June 11, 2026 (pages 6-17)
- B. Request the Governing Board approve the Minutes of the Special Governing Board Meeting of June 18, 2026 (pages 18-19)
- C. Request the Governing Board approve the Bill Warrants (pages 20-33)
- D. Request the Governing Board approve the Personnel Action Items (pages 34-35)
- E. Request the Governing Board approve the Listed Donation-California Association of SkillsUSA, Inc. (page 36)
- F. Request the Governing Board approve the Recycling Donations Received by the Eden Area ROP for the 2026-2027 School Year (page 37)
- G. Request the Governing Board approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 38-39)
- H. Request the Governing Board approve the Eden Area ROP Organizational Chart for the 2026-2027 School Year (pages 40-41)
- I. Request the Governing Board approve the Amendment Agreement with the Fresno County Office of Education (FCOE) for Direct Support Professional Training for the 2025-2026 School Year (pages 42-44)
- J. Request the Governing Board approve the Revised Agreement with Abraham Hill for Direct Support Professional Training for the 2026-2027 School Year (pages 45-51)
- K. Request the Governing Board approve the Revised Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2026-2027 School Year (pages 52-58)
- L. Request the Governing Board approve the Revised Agreement with Ellen Faryna for Direct Support Professional Training for the 2026-2027 School Year (pages 59-65)
- M. Request the Governing Board approve the Agreement with the Alameda County Office of Education (ACOE), in Collaboration with School Services of California Inc. (SSC), for Fiscal Related Matters for the 2026-2027 School Year (pages 66-73)
- N. Request the Governing Board approve the Lease Agreement with L & M Investments for the Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from October 2026 through September 2028 (pages 74-81)
- O. Request the Governing Board approve the Amendment Agreement with Mark Miller for Construction Manager Consultation Services from October 1, 2024 through June 30, 2027 (pages 82-87)
- P. Request the Governing Board approve the Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2026-2027 School Year (pages 88-89)

- Q. Request the Governing Board approve the Agreement with Sonia Elgar for Business Services Support for the 2026-2027 School Year (pages 90-95)
- R. Request the Governing Board approve the MOU with the Alameda County Office of Education Network (ACOENet) for Access Plus Service for the 2026-2027 School Year (pages 96-104)
- S. Request the Governing Board approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2026-2027 School Year (pages 105-110)
- T. Request the Governing Board approve the MOU with the Associated Builders and Contractors of Northern California (ABC NorCal) for the 2026-2027 School Year (pages 111-113)

X. Information Items

- A. Summer Programs Update (page 115)
- B. Dates for the Sophomore Tours and the Student Awards Ceremony (pages 116)

XI. Action Items

- A. Request the Governing Board approves the adoption of Resolution 1-26/27: Signature Card-Board Members, Resolution 2-26/27: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 3-26/27: Signature Card-Authorized Agents: Official Documents and Reports (pages 118-124)
- B. Request the Governing Board approve the adoption of Resolution 4-26/27: Conflict of Interest Code (pages 125-129)
- C. Request the Governing Board approve the Superintendent's Goals for the 2026-2027 School Year (pages 130-131)
- D. Request the Governing Board approve the First Amendment to the Lease Agreement with the Hayward Unified School District (HUSD) extended through June 30, 2050 (pages 132-134)
- E. Request the Governing Board approve the Agreement with HTA Consulting for Grant Writing Services for the 2026-2027 School Year (pages 135-143)

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)

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)

XVI. Adjournment

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board June 11, 2026

I. Call to Order

Trustee Juan Campos, Board President, called the meeting to order at 5:46 pm on Thursday, June 11, 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

Eden Area ROP Governing Board Members Absent:

Zachary Borja, Member	San Leandro USD
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Eden Area ROP Student Board Members Present:

Jeffery Arthur, Member	Eden Area ROP
Sofia Castellanos, Member	Eden Area ROP

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

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

Eden Area ROP Staff Present:

n/a

Others Present:

Allison Crawford

III. Approval of Agenda

Trustee Dolly Adams moved to approve the agenda, Student Board Member Jeffery Arthur seconded the motion. By the following vote, the agenda was approved:

Board Member Vote:

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

Student Board Member Preferential Vote:

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

ABSENT: 0

IV. Vision Statement

Sofia Castellanos read the Eden Area ROP Vision Statement.

V. Mission Statement

Jeffery Arthur 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.

VIII. Student Board Member Reports

Student Board Members Jeffery Arthur and Sofia Castellanos presented their report jointly, alternating throughout the presentation. They highlighted end of the year student activities, including the annual student picnic, which featured a barbecue, games, and team-building activities.

They provided updates from several career technical education programs as students completed final projects and assessments. First Responder (Fire Science/EMT) students completed National Registry of Emergency Medical Technicians (NREMT) skills assessments and participated in live fire training exercises. Medical Careers programs prepared students for National Healthcareer Association (NHA) certification exams, with multiple students qualifying to have their exam fees covered based on their academic performance. Medical Careers students also gained hands-on experience practicing phlebotomy skills. Auto Collision and Refinishing students continued work on restoring the program vehicle as their culminating class project.

The Student Board Members also shared updates on the Student Ambassador program, including its first field trip, recognition of ambassadors with graduation stoles, and participation in the Student of the Year ceremony.

Jeffery Arthur reported that his CPR certification initiative successfully achieved its goal of ensuring all Eden Area ROP students completed CPR certification during the school year. He noted the collaborative efforts of instructors and staff in establishing a sustainable process to continue providing CPR certification for future students.

IX. Consent Calendar

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

- A. Minutes of the Regular Governing Board Meeting of May 7, 2026
- B. Bill Warrants
- C. Personnel Action Items
- D. Listed Donation- Construction Trades Workforce Initiative (CTWI)
- E. Adoption of Exhibit 9270-E(1): Conflict of Interest
- F. Agreement with Abraham Hill for Direct Support Professional Training for the 2026-2027 School Year

- G. Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2026-2027 School Year
- H. Agreement with Ellen Faryna for Direct Support Professional Training for the 2026-2027 School Year
- I. Agreement with ESI Employee Assistance Group for Participation in their Employee Assistance Program from June 1, 2026 through May 31, 2027
- J. Agreement with Linda Granger for Grant Support and Consulting Services for the 2026-2027 School Year
- K. Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for Adult Programs for the 2026-2027 School Year
- L. Contract with American Stage Tours for Sophomore Tour Transportation for the 2026-2027 School Year

Trustee Austin Bruckner Carrillo seconded the motion. By the following vote, the consent calendar was approved:

Board Member Vote:

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

Student Board Member Preferential Vote:

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

As part of the consent agenda personnel actions, Superintendent Blaine Torpey introduced Allison Crawford, who was appointed as the Middle College Site Administrator for the Fall 2027 program launch. Ms. Crawford introduced herself, expressed her appreciation for the opportunity, and shared her enthusiasm for serving the Eden Area ROP community in her new role. The Governing Board welcomed Ms. Crawford to the organization.

X. Information Items

A. Superintendent's Evaluation Timeline

Blaine Torpey, Superintendent, shared the Superintendent's evaluation timeline for the 2026-2027 school year.

XI. Action Items

A. Request the Governing Board approve the 2026-2027 Student Board Member Appointments

Blaine Torpey, Superintendent, introduced Gyssel Cuesta-Chavez, Student Board Member Alternate who is a HUSD student enrolled in the Auto Collision and Refinishing program. He noted that the remaining student board member appointees were unable to attend the meeting. Board members welcomed Ms. Cuesta-Chavez and expressed appreciation for the diverse representation of member districts and career pathways among the 2026-2027 student board members.

Upon review of and a motion by Trustee Austin Bruckner Carrillo and a second by Trustee Dolly Adams the Governing Board approved the 2026-2027 Student Board Member appointments.

Board Member Vote:

AYES: 3 (Adams, Campos, Bruckner Carrillo)
NOES: 0
ABSTENTIONS: 0
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 Proposal of Water Filling Stations on the Eden Area ROP Campus

Sofia Castellanos, Student Board Member (SBM), presented her Girl Scout Gold Award project proposing the installation of water filling stations on the Eden Area ROP campus. She explained that the project is intended to improve access to clean drinking water, encourage healthy hydration habits, and reduce the use of single-use plastic bottles. SBM Castellanos shared that the project includes educational outreach to students and staff regarding the benefits of hydration and environmental sustainability.

SBM Castellanos reviewed the proposed installation plan, identifying three priority locations on campus selected based on student accessibility and the availability of existing plumbing and electrical infrastructure. She also outlined the estimated project cost of approximately \$12,000 for three stations and described her fundraising efforts, including community restaurant fundraisers and Girl Scout Gold Award funds, to help offset project expenses.

Blaine Torpey, Superintendent, reported that staff had met with a vendor to review the proposed locations and obtain cost estimates. He noted that staff were exploring more cost-effective water filling station options and confirmed that installation priorities were based on both student need and the feasibility of installation.

Governing Board members commended SBM Castellanos for her initiative, thoughtful planning, and dedication to improving student wellness and sustainability on campus. The Board also recognized her professionalism in presenting the proposal and wished her success in completing her Girl Scout Gold Award project.

Upon review of and a motion by Student Board Member Jeffery Arthur and a second by Trustee Dolly Adams the Governing Board approved the proposal of water filling stations on the Eden Area ROP campus.

Board Member Vote:

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

Student Board Member Preferential Vote:

AYES: 1 (Arthur)
NOES: 0
ABSTENTIONS: 1 (Castellanos)
ABSENT: 0

C. Request the Governing Board approve the 2026-2027 High School Student Calendar

Upon review of and a motion by Trustee Austin Bruckner Carrillo and a second by Student Board Member Jeffery Arthur the Governing Board approved the 2026-2027 High School Student Calendar.

Board Member Vote:

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

Student Board Member Preferential Vote:

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

D. Request the Governing Board approve the Calendar of Governing Board Meetings for the 2026-2027 School Year

The Eden Area ROP Governing Board meetings are held every first Thursday of the month at 5:45 pm, unless otherwise noted. The Superintendent discussed with the Board scheduling conflicts in October, December, April, and June for the 2026-2027 regular Board meetings schedule. He provided several options for the Board to select from to resolve each conflict.

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

- Thursday, October 8, 2026 at 5:45 pm
- Thursday, December 10, 2026 at 5:45 pm
- Thursday, March 25, 2027 at 5:45 pm
- Thursday, June 10, 2027 at 5:45 pm

Upon review of and a motion by Trustee Dolly Adams and a second by Trustee Austin Bruckner Carrillo the Governing Board approved the calendar of Governing Board meetings for the 2026-2027 school year.

Board Member Vote:

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

Student Board Member Preferential Vote:

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

E. Request the Governing Board approve the Second Reading and Adoption of Governing Board Policy and Administrative Regulation 5020: Parent Rights and Responsibilities

Upon review of and a motion by Trustee Student Board Member Jeffery Arthur and a second by Trustee the Governing Board approved the second reading and adoption of Governing Board Policy and Administrative Regulation 5020: Parent Rights and Responsibilities.

Board Member Vote:

AYES: 2 (Adams, Campos)
NOES: 1 (Bruckner Carrillo)
ABSTENTIONS: 0
ABSENT: 1 (Borja)

Student Board Member Preferential Vote:

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

F. Request the Governing Board approve the Second Reading and Adoption of Governing Board Policy 6143: Courses of Study

Blaine Torpey, Superintendent, presented the revised Governing Board Policy 6143, Courses of Study, for second reading and adoption. He explained that the policy had previously been presented for second reading but was pulled to allow for additional review of the opt-out language and its alignment with current legal requirements. The revised policy included updates to reflect current state and federal law, clarify nondiscrimination language, and establish an opt-out process for instructional content based on religious beliefs, customs, or practices.

During Board discussion, the proposed policy was amended to include the phrase "deeply and sincerely held" before "religious beliefs" in the opt-out provision and to restore the omitted nondiscrimination language related to actual or perceived sex, sexual orientation, gender, gender expression, and gender identity.

Upon review of and a motion by Trustee Dolly Adams and a second by Trustee Juan Campos, the Governing Board approved the second reading and adoption of Governing Board Policy 6143: Courses of Study, as amended.

Board Member Vote:

AYES: 2 (Adams, Campos)
NOES: 1 (Bruckner Carrillo)
ABSTENTIONS: 0

ABSENT: 1 (Borja)

Student Board Member Preferential Vote:

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

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

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

Board Member Vote:

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

Student Board Member Preferential Vote:

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

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

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

Board Member Vote:

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

Student Board Member Preferential Vote:

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

I. Request the Governing Board approve the Agreement with 4myBenefits, Inc. for Employer Reporting Services for the 2026-2027 School Year

Upon review of and a motion by Trustee Austin Bruckner Carrillo and a second by Trustee Dolly Adams the Governing Board approved the agreement with 4myBenefits, Inc. for employer reporting services for the 2026-2027 school year.

Board Member Vote:

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

Student Board Member Preferential Vote:

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

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

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 agreement with Sage Business and Education LLC for consultant services to create a five-year strategic plan for the 2026-2027 school year.

Board Member Vote:

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

Student Board Member Preferential Vote:

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

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

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 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.

Board Member Vote:

AYES: 3 (Adams, Campos, Bruckner Carrillo)
NOES: 0

ABSTENTIONS: 0
ABSENT: 1 (Borja)

Student Board Member Preferential Vote:

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

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

Blaine Torpey, Superintendent, presented the Memorandum of Understanding (MOU) between Eden Area ROP and Chabot College to establish a Middle College program beginning in Fall 2027. He provided an overview of the proposed program, including student eligibility, the instructional model, student support, and the partnership with member districts.

During Board discussion, Trustee Austin Bruckner-Carrillo expressed support for the program while requesting additional assurance regarding student safety and Chabot College's policies related to federal immigration enforcement. Trustee Dolly Adams shared Chabot College's published sanctuary campus statement and inquired about the availability of student support services for participating students. Student Board Member Jeffery Arthur emphasized the importance of ensuring Eden Area ROP students have access to campus resources and representation, including support services such as El Centro. Trustee Juan Campos also emphasized the importance of ensuring Eden Area ROP students are protected while participating in the program.

Upon review of and a motion by Trustee Austin Bruckner-Carrillo and a second by Trustee Dolly Adams, the Governing Board approved the Memorandum of Understanding between Eden Area ROP and Chabot College to establish a Middle College program, as amended to direct the Superintendent to verify Chabot College's policies regarding cooperation with federal immigration enforcement, confirm the availability of student support services, including access to campus resources, for Eden Area ROP Middle College students, and consult with the member district superintendents regarding those matters.

Board Member Vote:

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

Student Board Member Preferential Vote:

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

XII. Superintendent's Report

Blaine Torpey, Superintendent, highlighted several accomplishments and initiatives from the end of the school year. He recognized the success of the Student of the Year

Celebration, which honored students from multiple programs, including WIOA, STEP, SkillsUSA, and DECA. He also reported on the successful pilot of the Career Technical Education (CTE) Shadow Days, which provided prospective students with the opportunity to participate in classroom instruction and hands-on learning experiences. Student Board Member Jeffery Arthur shared his experience hosting students in the Medical Careers program, noting that participants engaged in classroom activities, gained a better understanding of the program, and expressed interest in enrolling.

Mr. Torpey provided updates on partnerships with the Hayward Fire Department, the Alameda County Office of Education (ACOE), and the Work-Based Learning team to expand career technical education opportunities, strengthen educator credentialing efforts, and support future program development. He also highlighted staff recognition initiatives during Staff Appreciation Month and congratulated Construction Technology Instructor Jose Lopez for being named the statewide BITA Instructor of the Year. In addition, he shared the success of the Dental Assistant community classroom internship partnership with La Clínica, noting that participating students were offered full-time employment upon completing the program.

Mr. Torpey reported that the Careers in Education Youth Apprenticeship Program is scheduled to launch in August 2026 and shared that the program will provide students with paid, work-based learning opportunities while supporting workforce development. He also reported that Eden Area ROP secured letters of support from its member districts in support of the Governor's May Revision advocacy efforts.

XIII. Governing Board Reports

Trustee Austin Bruckner-Carrillo, HUSD Board representative, provided an update on Hayward Unified School District's recent activities, including the district's parcel tax measure, Measure G, which received more than 60% voter approval but did not meet the required threshold for passage. He expressed appreciation for the community's support and acknowledged contributions toward the measure. Trustee Bruckner-Carrillo also shared updates on the district's transition to district-based elections, the recently adopted school calendar, and the success of graduation ceremonies, including the Adult School graduation celebration.

Trustee Dolly Adams, CVUSD Board representative, shared updates from the district, including the completion of graduation ceremonies across the district. She highlighted the meaningful student stories shared during graduation events, including students who overcame significant personal challenges to achieve graduation. She noted that the Castro Valley High School graduation ceremony was a successful celebration featuring student performances and traditional commencement activities. Trustee Adams provided an update on local election results, noting that Castro Valley Unified School District's bond measure did not appear to meet the required voter threshold for passage. She also shared that she will be attending her 50th high school reunion and provided a brief update on community discussions regarding potential incorporation efforts for Castro Valley.

Trustee Juan Campos, SLZUSD Board representative, shared reflections on the recent graduation season, noting that it was his final round of graduations as he will not be seeking re-election. He highlighted the significance of celebrating student accomplishments and expressed appreciation for the opportunity to attend district graduation ceremonies. He also acknowledged the transition of East Bay High School into a small learning community and shared his hope for continued opportunities to support students.

Trustee Campos provided an update on San Lorenzo Unified School District's exploration of renewing its local bond measure, noting that the district has begun gathering

community feedback and assessing support. He also shared appreciation for the opportunity to begin the summer break following the completion of the school year.

XIV. Recess to Closed Session

The meeting was called into closed session at 7:31 pm.

- 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 Appointment/Contract**
Government Code section 54957
Title: Superintendent

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

The meeting resumed to open session at 8:38 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

The Board evaluated the Superintendent. Board President, Juan Campos, reported that no action was taken.

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

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

XVI. Action Items

- M. Request the Governing Board approve the Third Amendment to the Superintendent's Employment Agreement**

Juan Campos, Board President, presented the proposed third amendment to the employment agreement between Blaine C. Torpey and the Governing Board. He stated, "The term of this agreement shall commence 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."

Upon review of and a motion by Trustee and a second by Trustee the Governing Board approved the Third Amendment to the Superintendent's Employment Agreement.

Board Member Vote:

AYES: 3 (Adams, Campos, Bruckner Carrillo)
NOES: 0
ABSTENTIONS: 0
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 p.m. in honor of Pride Month.

Approved by the Eden Area ROP Governing Board _____.

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



Minutes of the Regular Meeting of the ROP Governing Board June 18, 2026

I. Call to Order

Trustee Juan Campos, Board President, called the meeting to order at 5:45 pm on Thursday, June 18, 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 5:50 pm
Zachary Borja, Member	San Leandro USD	

Eden Area ROP Student Board Members Present:

Jeffery Arthur, Member	Eden Area ROP
Sofia Castellanos, Member	Eden Area ROP

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

Anthony Oum	Fiscal Services Administrator
-------------	-------------------------------

Eden Area ROP Staff Present:

n/a

III. Approval of Agenda

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

Board Member Vote:

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

Student Board Member Preferential Vote:

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

IV. Vision Statement

Jeffery Arthur read the Eden Area ROP Vision Statement.

V. Mission Statement

Sofia Castellanos 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.

VIII. Action Items

Open Public Hearing for the Eden Area ROP Adopted Budget for the 2026-2027 Fiscal Year

Trustee Juan Campos, Board President, opened the public hearing at 5:49 p.m. for the Eden Area ROP adopted budget for the 2026-2027 fiscal year to recognize the Eden Area ROP funds and the use of them in 2026-2027. The Board solicited comments from the public on the budget. No one from the public responded and thus the public hearing was closed.

Close Public Hearing

The public hearing was closed at 5:49 p.m.

A. Request the Governing Board approve the Adopted Budget for the 2026-2027 Fiscal Year

Upon review of and a motion by Trustee Austin Bruckner Carrillo and a second by Trustee Zachary Borja the Governing Board approved the Adopted Budget for the 2026-2027 Fiscal Year.

Board Member Vote:

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

Student Board Member Preferential Vote:

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

IX. Adjournment

The meeting was adjourned at 6:02 p.m.

Approved by the Eden Area ROP Governing Board _____.

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



DATE: August 6, 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 May 22, 2026 through July 20, 2026 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: August 6, 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: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board approve the Listed Donation-
California Association of SkillsUSA, Inc.

BACKGROUND

Occasionally, the Eden Area ROP receives gifts and monetary donations from community organizations, business partners, and other supporters to enhance educational programs and student opportunities.

CURRENT SITUATION

On May 26, 2026, the California Association of SkillsUSA, Inc. donated \$1,000 to support the Eden Area ROP Entrepreneurship program.

Upon Governing Board acceptance of the donation, a letter of appreciation and acknowledgement will be sent to the donor.

CONSENT CALENDAR



DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board approve the Recycling Donations Received by the Eden Area ROP for the 2026-2027 School Year

BACKGROUND

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

CURRENT SITUATION

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

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

During this fiscal year of 2026-2027, the Eden Area ROP estimates to receive a combined total of \$3,000 from the three recycling vendors.

CONSENT CALENDAR



DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions

BACKGROUND

Education Code 35186 (d) requires the following:

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

CURRENT SITUATION

Attached is a report for the complaints and resolutions through July 1, 2026 as specified by Education Code 35186 (d).

CONSENT CALENDAR



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

QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS

[Education Code 35186 (d)]

Report through: July 1, 2026

District: Eden Area Regional Occupational Program
Person completing this form: Blaine Torpey
Title: Superintendent

Quarterly Report Submission (check one) →
Date: July 1, 2026

- ☐ January
☐ April
☒ July
☐ October

Date for information to be reported publicly at the Governing Board meeting: August 6, 2026

Please check the box that applies:

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

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

Publicly reported at the Governing Board meeting on: August 6, 2026

Blaine Torpey, Superintendent



DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Eden Area
ROP Organizational Chart for the 2026-2027 School Year

BACKGROUND

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

CURRENT SITUATION

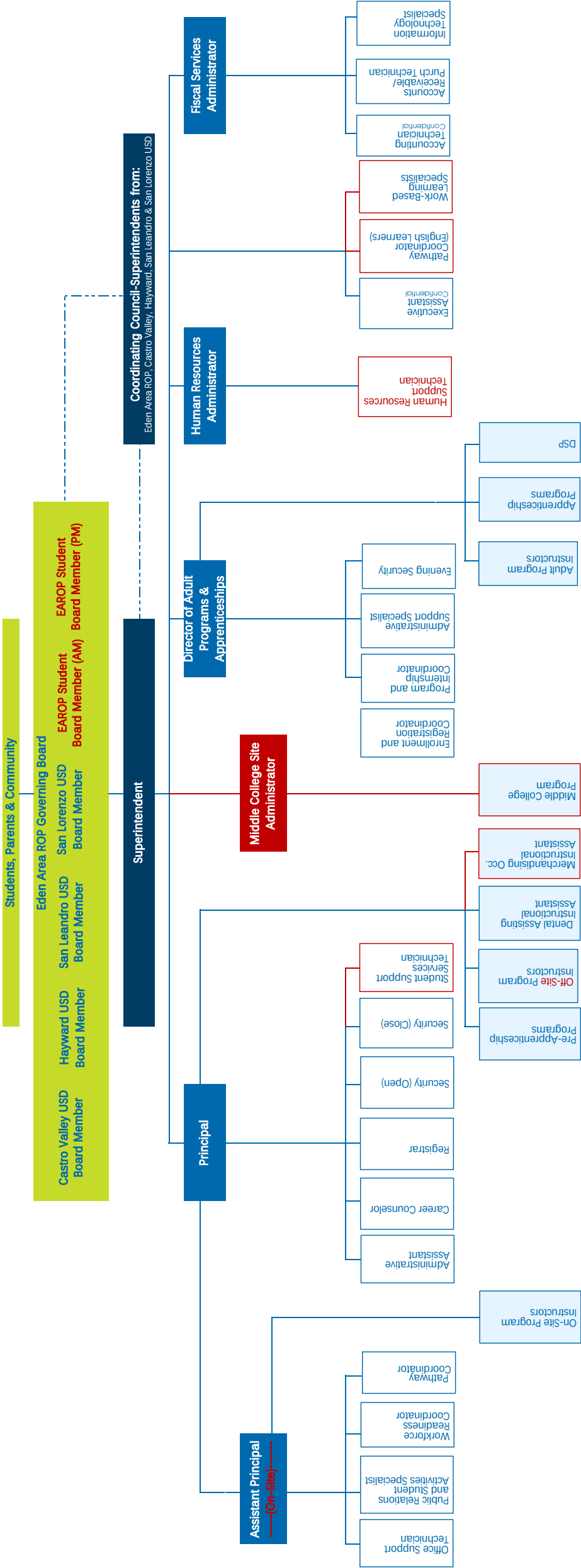
The 2026-2027 Eden Area ROP organizational chart is presented for Board approval. Changes are identified as follows:

- **Red outline only:** Position has been reassigned to a new supervisor. This is not a new position.
- **Red text only:** Position title update.
- **Red outline and red text:** New position.
- **Solid red box:** New administrator position.

CONSENT CALENDAR

 EdenAreaROP

Organizational Chart 2026-2027





DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board approve the Amendment Agreement with the Fresno County Office of Education (FCOE) for Direct Support Professional Training for the 2025-2026 School Year

BACKGROUND

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

CURRENT SITUATION

The Fresno County Office of Education (FCOE) would like to continue contracting with the Eden Area ROP to provide services within our area. The initial contract agreement with Eden Area ROP for the 2025-2026 year was approved by the Governing Board on August 7, 2025.

Given the increase in students served by the Eden Area ROP during the 2025-2026 fiscal year, FCOE added an amendment to the 2025-2026 DSPT Cooperation and Shared Responsibility Agreement between Eden Area ROP and the Fresno County Superintendent of Schools for the provision of Direct Support Professional Training Services in the East Bay Regional Center Catchment area. The Amendment increases the "not to exceed" contract amount by \$50,000 for a total "not to exceed" contract amount of \$425,000.00.

CONSENT CALENDAR



AMENDMENT NO. #01
TO COOPERATION AND SHARED RESPONSIBILITY AGREEMENT ("Agreement")

Legal Doc./Contract No. of this signed Amendment (*Legal use only*): _____

Legal Doc./Contract No. of Agreement/Prior Amendment(s) if different from above:
#493834690145

OTHER PARTY Eden Area Regional Occupational Program (ROP) ("Other Party") DBA (<i>leave blank if none</i>): Attn: Craig Lang, Director of Adult Programs 26316 Hesperian Boulevard Hayward, CA 94545 Phone: (510) 293-2906 Email: clang@edenrop.org	FCSS Fresno County Superintendent of Schools ("FCSS") Attn: Anthony Ayerza, Executive Director Dept.: CTE/ROP Fresno County Office of Education 1318 E. Shaw Avenue, Suite 420 Fresno, CA 93710 Phone: (559) 497-3860 Email: aayerza@fcoe.org
If any information stated above is different from that stated on the Agreement or any prior amendment(s), a Party hereby authorizes the other Party to give, effective on the Amendment Effective Date, all notices, demands, and other communications relating to the Agreement and any amendment(s) thereto to the Party, in accordance with the provisions in the Agreement, to the person and address or email stated above.	
TERM OF CONTRACT ("Contract Term", dates must match those stated on Agreement):	EFFECTIVE DATE OF AMENDMENT (date must be within the Contract Term stated in Agreement/prior amendment(s)):
Effective Date: July 1, 2025 Termination Date: June 30, 2026	"Amendment Effective Date": June 23, 2026
AMENDMENT: Other Party and FCSS are referred to separately as a "Party" and collectively as the "Parties". The Parties entered into the above-referenced Agreement and hereby desire to amend said Agreement as set forth below (<i>complete each as indicated below</i>):	
1. CONTRACT TERM 1.1 The Termination Date was previously amended to: No change 1.2 This Amendment changes the Termination Date as follows (<i>mark one and complete as required</i>): ☒ No change ☐ New Termination Date: 2. CONTRACT AMOUNT 2.1 The Contract Amount of the Agreement is: Not to exceed \$375,000.00 2.2 The sum of all prior amendments to the Agreement is (<i>state \$0 if none</i>): \$0 2.3 This Amendment changes the Contract Amount as follows (<i>mark one and complete as applicable</i>): ☐ No change ☒ Increase by the following amount: \$50,000.00 ☐ Decrease by the following amount: \$ ☐ Modify as follows: \$ 2.4 The amended Contract Amount is (<i>sum of 2.1 to 2.3</i>): Not to exceed \$425,000.00	

3. SERVICES/WORK. This Amendment changes the Services/Work as follows (*mark one and complete as applicable*):

☒ No change

☐ Add the following:

☐ Delete the following:

☐ Modify as follows:

4. OTHER CHANGES (*leave blank if none*): This Amendment increases the “not to exceed” Contract Amount to accommodate the increased number of DSPT Trainings and Challenge Tests conducted to meet the needs of Community Care Facility DSPs within the East Bay Regional Center Catchment area.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Amendment, the Parties hereby enter into this Amendment. Unless specifically stated in this Amendment otherwise, this Amendment is effective commencing on the Amendment Effective Date stated above. Except as stated in this Amendment, all terms and conditions of the Agreement and all prior amendments thereto, if any, shall remain in full force and effect in accordance with the terms and conditions stated therein and all terms used in this Amendment shall have the same meaning as in the Agreement. If any provision of this Amendment conflicts with any provision of the Agreement, the provision of this Amendment shall govern. If any provision of this Amendment conflicts with any provision of a prior amendment, the provision of the amendment that is most recent in time shall govern unless specifically stated otherwise in an amendment. Each person executing this Amendment on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Amendment.

OTHER PARTY

By: _____

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

FCSS

By: _____

Dr. Michele Cantwell-Copher, Superintendent
or Authorized Designee

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

//



DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board approve the Revised 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 (CDE) to implement the Direct Support Professional Training (DSPT) program through 35 participating Regional Occupational Centers and Programs (ROCPs). The DSPT provides 70 hours of comprehensive skill development over a two-year period, testing Direct Support Professionals' (DSP) mastery of the curriculum and requiring them to demonstrate proficiency in specific skill sets to become certified.

CURRENT SITUATION

The agreement between DSP Proctor, Abraham Hill, and Eden Area ROP to provide training services for the 2026-2027 school year was approved by the Governing Board on June 11, 2026.

The following revisions are requested to clarify the agreement:

- Section 6: Revised to specify the maximum compensation payable under the agreement.
- Section 8(b): Revised to clarify the hourly rates for preparation time and mandated instructional time, and to distinguish those rates from the separate hourly rate paid for challenge tests.

These revisions provide greater clarity regarding the compensation terms of the agreement between the contractor and Eden Area ROP.

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. Unless more funds are made available by Fresno County Superintendent of Schools ("FCSS"), the Service Provider's total payment may not to exceed \$ 98,000 for the term of the agreement as per the contract amount from FCSS.
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 and additional prep time for classes over designated number of students.
- 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: August 6, 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 Revised 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 (CDE) to implement the Direct Support Professional Training (DSPT) program through 35 participating Regional Occupational Centers and Programs (ROCPs). The DSPT provides 70 hours of comprehensive skill development over a two-year period, testing Direct Support Professionals' (DSP) mastery of the curriculum and requiring them to demonstrate proficiency in specific skill sets to become certified.

CURRENT SITUATION

The agreement between the DSP Proctor, Dr. Cindy Christovale, and the Eden Area ROP to provide training services for the 2026-2027 school year was approved by the Governing Board on June 11, 2026.

The following revisions are requested to clarify the agreement:

- Section 6: Revised to specify the maximum compensation payable under the agreement.
- Section 8(b): Revised to clarify the hourly rates for preparation time and mandated instructional time, and to distinguish those rates from the separate hourly rate paid for challenge tests.

These revisions provide greater clarity regarding the compensation terms of the agreement between the contractor and Eden Area ROP.

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. Unless more funds are made available by Fresno County Superintendent of Schools ("FCSS"), the Service Provider's total payment may not to exceed \$160,000 for the term of the agreement as per the contract amount from FCSS.
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 and additional prep time for classes over designated number of students.
- 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: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board approve the Revised 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 (CDE) to implement the Direct Support Professional Training (DSPT) program through 35 participating Regional Occupational Centers and Programs (ROCPs). The DSPT provides 70 hours of comprehensive skill development over a two-year period, testing Direct Support Professionals' (DSP) mastery of the curriculum and requiring them to demonstrate proficiency in specific skill sets to become certified.

CURRENT SITUATION

The agreement between the DSP Proctor, Ellen Faryna, and the Eden Area ROP to provide training services for the 2026-2027 school year was approved by the Governing Board on June 11, 2026.

The following revisions are requested to clarify the agreement:

- Section 6: Revised to specify the maximum compensation payable under the agreement.
- Section 8(b): Revised to clarify the hourly rates for preparation time and mandated instructional time, and to distinguish those rates from the separate hourly rate paid for challenge tests.

These revisions provide greater clarity regarding the compensation terms of the agreement between the contractor and Eden Area ROP.

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. Unless more funds are made available by Fresno County Superintendent of Schools ("FCSS"), the Service Provider's total payment may not to exceed \$ 9,000 for the term of the agreement as per the contract amount from FCSS.
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 and additional prep time for classes over designated number of students.
- 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: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board approve the Agreement with the Alameda County Office of Education (ACOE), in Collaboration with School Services of California Inc. (SSC), for Fiscal Related Matters for the 2026-2027 School Year

BACKGROUND

The Alameda County Office of Education (ACOE), in collaboration with School Services of California Inc. (SSC), has an agreement to aid on issues of school finance, legislation, school budgeting, and general fiscal issues. Per Government Code 53060, it states that "The legislative body of any public or municipal corporation or district may contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such person is specially trained and experienced and competent to perform the special services required."

CURRENT SITUATION

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

CONSENT CALENDAR

2026/27 School Services of California Consortium Notice to Interested School Districts & ROPs

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

INTENT TO PARTICIPATE (please check ONE option below)

- ☒ Yes, it is the intent of the Eden Area ROP School District to participate in the School Services Consortium for the period of **July 1, 2026 through June 30, 2027**. I understand that ACOE will journal the charge to my district for the entire cost of the contract in December of the current fiscal year. The cost for each participating district is **\$3,970** (*this is an estimate based on all current participants; should the number of entities increase or decrease, there could be a change in the cost per district*). All districts & ROPs that wish to participate must sign this intent form, including those that have participated in the past. A district may terminate this agreement prior to June 30, 2027, with a 30-day written notice. The district shall be liable for any costs accrued up to the date of cancellation.

OR,

- ☐ No, the Eden Area ROP School District does not wish to participate or participates under its own contract with SSC.

Signature of District CBO/designee

Date

Anthony Oum

Print Name of District CBO/designee

Please return this form via email no later than **August 21, 2026**, to:
Gudelia Vicencio-Reyes (gvicencioreyes@acoe.org)

Thank you.

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

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



May 21, 2026

500 Capitol Mall

•

Suite 1700

•

Sacramento

•

California 95814

•

TEL: 916 . 446 . 7517

•

FAX: 916 . 446 . 2011

•

www.sscal.com

MEMORANDUM

TO: Shirene Moreira
Chief of District Business & Advisory Services
ALAMEDA COE

FROM: Patti F. Herrera, EdD
President

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

Our current contract expires on June 30, 2026. Anticipating your desire to continue our services, we have enclosed a proposed renewal Agreement. We are also offering the option to include our CADIE (Comparative Analysis of District Income and Expenditures) and SABRE (Salary and Benefit Reports) products as part of this contract. If you wish to include any of these services, please complete and sign the attached Addendum A, indicate the services desired, and return with your contract renewal. Any questions regarding the CADIE or SABRE should be directed to Chloe Lum, Systems Data Specialist (chloel@sscal.com).

To activate our Agreement, please sign the contract (and Addendum A, at your discretion) and e-mail it to accounting@sscal.com for final processing. So that we may continue to give you the best possible service, it would be helpful if we could have the Agreement returned by June 30, 2026. If you are unable to return it by this date, please call our Accounting Department. Please note that this contract reflects a modest price increase above the current year.

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

Client Name: ALAMEDA COE
Client #1200/S10 Consortium

P.O.# _____

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services Consortium

This is an Agreement between the **CLIENT**, as defined above, and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as “Consultant,” entered into as of July 1, 2026.

RECITALS

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

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

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

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

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

- e. Services for which the base service hours may not be used include Client-specific economy, efficiency, or management consulting services, executive searches, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; major customized research projects or studies; or on-site speeches or presentations.
2. The Client agrees that any information received from the Consultant shall be for the use of the county office of education and the local educational agencies within the county consortium only and shall not be provided by the county office of education to local educational agencies over 500 average daily attendance (ADA). Local educational agencies under 500 ADA are eligible to receive service as deemed appropriate by the county office of education (see Attachment A).
3. The Client agrees to pay the Consultant for services rendered under this Agreement.
 - a. \$80,600 annually, plus expenses, for the services listed in Item 1 above, upon receipt of billing from the Consultant.
 - b. For all requested services in excess of 26 direct service hours as indicated in Item 1d above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
 - c. “Hours” are defined as hours of direct service to the Client, as well as reasonable travel time to and from the county office of education.
 - d. “Expenses” are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.
4. This Agreement shall be for the period of one year, beginning July 1, 2026, and terminating June 30, 2027. This Agreement may be terminated prior to June 30, 2027, by either party on 30 days’ written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 3 above.

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

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

Signed by:
By: Shirene Moreira
711180F757A5487...

Date: 7/15/2026

Shirene Moreira
Chief of District Business & Advisory Services
ALAMEDA COE

By: 
Patti F. Herrera, EdD
President
School Services of California Inc.

Date: May 21, 2026

Signed by:
Allan Garde
5066D03A6E6040E...
Allan Garde

Associate Superintendent of Business
Alameda County Office of Education
7/15/2026

ALAMEDA COUNTY OFFICE OF EDUCATION
July 1, 2026

ATTACHMENT A

	# Districts Over 500 ADA
Alameda USD	1
Albany City USD	2
Berkeley USD	3
Castro Valley USD	4
Dublin USD	5
Emery USD	6
Fremont USD	7
Hayward USD	8
Livermore Valley Joint USD	9
Mountain House ESD (<i>Under 500 ADA</i>)	
New Haven USD	10
Newark USD	11
Oakland USD	12
Piedmont City USD	13
Pleasanton USD	14
San Leandro USD	15
San Lorenzo USD	16
Sunol Glen USD (<i>Under 500 ADA</i>)	
Mission Valley ROP	17
Eden Area ROP	18

<i>Annual district/ROP rate (\$3,970 x 18):</i>	\$71,460.00
<i>Annual county office rate:</i>	<u>9,140.00</u>
<i>Alameda COE consortium rate for 2026</i>	\$80,600.00

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

Order CADIE/SABRE: Yes ☐ No ☐

Contract period: to P.O. #

ADDENDUM A
TO SPECIAL SERVICES AGREEMENT

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

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district’s revenues and expenditures to those of 40 other districts (two reports with 20 districts in each) of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS, and CALPADS data.

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

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

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

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

WITH REPORT PURCHASE, YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES FOR THE YEAR(S) SELECTED.

Please check the appropriate items below: ☐ Current year 2024-25 ☐ Next year 2025-26**

Electronic Version:	Hardcopy Version:	Select either:
☐ CADIE only \$550	☐ CADIE only \$665	☐ Use the same districts as last year
☐ SABRE only \$395	☐ SABRE only \$505	<u>OR two of the following:</u>
☐ CADIE & SABRE \$865	☐ CADIE & SABRE \$1,085	☐ Use districts of similar type and size
		☐ Use districts geographically close to mine
		☐ Use districts with similar unduplicated pupil percentage

Reports are a year behind as the data is released by the CDE.
**Next year: Tentatively, the SABRE will be released in January 2027, and the CADIE will be released in April 2027

District Name: _____

Contact Name: _____

Address (no P.O. boxes please): _____

Telephone with extension: _____

Email Address: _____

Signature: _____

Print Name: _____ Date: _____

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



DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs and Apprenticeships
SUBJECT: Request the Governing Board approve the Lease Agreement with L & M Investments for the Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from October 2026 through September 2028

BACKGROUND

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

CURRENT SITUATION

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

2430 Acme Court, Turlock, CA 95380

The lease agreement will commence from October 1, 2026 to September 30, 2028.

CONSENT CALENDAR



COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/24)

Date (For reference only): May 20, 2026

and L & M Investments (Owner, Authorized Broker or Agent, or Property Manager, ("Landlord"))
Eden Area ROP ("Tenant") agree as follows:

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

2. **TERM:** The term begins on (date) October 1, 2026 ("Commencement Date"),

(Check A or B):

A. ☒ **Lease:** and shall terminate on (date) September 30, 2028 at 11:59 ☐ AM ☒ PM. Any holding after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

B. ☐ **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

C. **RENEWAL OR EXTENSION TERMS:** OR ☐ See attached addendum.

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

☐ (1) \$ per month, for the term of the agreement.

☐ (2) \$ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

☒ (3) \$2,470.00 per month for the period commencing October 1, 2026 and ending September 30, 2027 and \$2,545.00 per month for the period commencing October 1, 2027 and ending September 30, 2028 and \$ per month for the period commencing and ending .

☐ (4) In accordance with the attached rent schedule.

☐ (5) Other: .

B. Base Rent is payable in advance on the 1st (or ☐ day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

A. **Definition:** ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. **Payment:** Rent shall be paid to (Name) L & M Investments at (address) P.O. Box 3306, Turlock, CA 95381, or at any other location specified by Landlord in writing to Tenant.

C. **Timing:** Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

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

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$ as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.



7. QUALIFIED COMMERCIAL TENANT

A. DEFINITION: A "Qualified Commercial Tenant" means a tenant of commercial real property that meets both of the following requirements:

- The tenant is a microenterprise, a restaurant with fewer than 10 employees, or a nonprofit organization with fewer than 20 employees ("microenterprise" as defined under Business and Professions code § 18000 means a sole proprietorship, partnership, limited liability company, or corporation that meets both of the following: (i) has 5 or fewer employees including the owner, and (ii) generally lacks sufficient access to loans, equity, or other financial capital); and
- (i) Subject to subclause (ii), the tenant has provided the landlord, within the previous 12 months, a written notice that the tenant is a qualified commercial tenant and a self-attestation regarding the number of employees, at such time the protections under this provision come into place.
(ii) Unless the tenancy is from week to week, month to month, or other period less than a month, the tenant provided the notice of self-attestation described in subclause (i) before or upon execution of the lease, and annually thereafter, at such time the protections under this provision come into place.

B. MODIFICATIONS TO AGREEMENT: If Tenant is a Qualified Commercial Tenant, the following provisions apply:

- (1) **NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation. Even if Tenant negotiates through the Tenant's own interpreter, Landlord is not relieved on this obligation.
- (2) **TERMINATION:** If Tenant has occupied the Premises for one year or more and is on a month to month tenancy, Landlord shall give notice at least 60 days prior to the propose date of termination.
- (3) **NOTICE TO INCREASE RENT:** For any proposed rent increase greater than 10 percent of the rental amount charged to Tenant at any time during the 12 months before the effective date of the increase, the notice shall be delivered at least 90 days before the effective date of the increase, and subject to California Civil Code § 1013 if served by mail.
- (4) **NOTICE AND DOCUMENTATION RELATED TO PROPERTY OPERATING EXPENSES:**
 - (A) **NOTICE PRIOR TO EXECUTION OF THE LEASE:** Tenant may inspect any supporting documentation of building operating costs upon written request. Within 30 days of a written request, Landlord shall provide supporting documentation of the previously incurred or reasonably expected building operating costs.
 - (B) **TIMING OF EXPENSES:** Operating expenses must have been incurred within the previous 18 months, or reasonably expected to be incurred within the next 12 months of any payment.
 - (C) **SUPPORTING DOCUMENTATION:** Landlord shall provide supporting documentation prior to any charge to recover any building operating costs from tenant under **paragraph 15**.

8. PAYMENTS:

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

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

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

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

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

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

14. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant.



15. PROPERTY OPERATING EXPENSES:

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

B. ☐ (If checked) paragraph 15 does not apply.

16. USE: The Premises are for the sole use as _____.

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

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

18. MAINTENANCE:

A. Tenant OR ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any.

B. Tenant OR ☐ (If checked, Landlord) shall keep glass, windows and doors in operable and safe condition.

C. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____.

D. Unless Landlord is indicated above, if Tenant fails to maintain the Premises, or keep it in operable and safe condition, as specified in **18A-C**, Landlord may contract for or perform such services to maintain the Premises, or keep it in operable and safe condition, as specified in **18A-C**, and charge Tenant for Landlord's cost.

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

20. GOVERNMENT IMPOSED ALTERATIONS: Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.

21. ENTRY: Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.

22. SIGNS: Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the **90** (or ☐) day period preceding the termination of the agreement.

23. SUBLETTING/ASSIGNMENT: Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant or Tenant's obligation under this agreement.

24. POSSESSION: If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in **paragraph 2**. If Landlord is unable to deliver possession within **60** (or ☐) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES: Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in **paragraph 12**; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____.

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

26. BREACH OF CONTRACT/EARLY TERMINATION: In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by **paragraph 25**, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that would have been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.



- 27. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guest, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 28. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 29. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 30. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ 1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under **paragraph 18B**. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to **paragraph 18B**. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.
- 31. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 32. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 33. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 34. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 35. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:**
- Landlord states that the Premises ☐ have, or ☐ have not been inspected by a Certified Access Specialist (CASp).
 - If the Premises have been inspected by a CASp,
 - Landlord states that the Premises ☐ have, or ☐ have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
 - ☐ (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
 - OR ☐ (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
 - OR ☐ (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
 - If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection, "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."



D. Notwithstanding anything to the contrary in **paragraph 17, 18, 19** or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Premises are the responsibility of the ☐ Tenant, ☐ Landlord, ☐ Other _____.

36. MEDIATION: Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to **paragraph 36** below. **Paragraphs 37B and C** apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

37. ARBITRATION OF DISPUTES:

- A. Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 37B and C below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- B. **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- C. **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

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

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

Landlord's Initials _____ / _____ Tenant's Initials _____ / _____

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

39. NOTICE: Notices may be served by mail, email, or courier at the contact information provided in the signature section for Landlord or Tenant, or at any other location subsequently designated and is deemed effective upon personal receipt by either party or their agent.

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

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

42. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: _____

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA) _____

43. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in **paragraph 36**.



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

45. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this **paragraph 44**.

46. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent: _____ (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent)

is the agent of (check one):

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

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

47. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 48** or **49** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

48. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☐ ENTITY TENANT: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Tenants:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____.

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 47** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: _____.

B. TENANT SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Tenant: Eden Area ROP

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Tenant: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).



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

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ E-mail _____

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

A. ☐ **ENTITY LANDLORD:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) **Non-Individual (entity) Landlords:** One or more Landlords is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____.
- (3) **Contractual Identity of Landlord:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
 - (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
 - (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (4) **Legally Authorized Signer:**
 - (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 47** for additional terms.
 - (B) The name(s) of the Legally Authorized Signer(s) is/are: _____.

B. LANDLORD SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Landlord: L & M Investments

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address P.O. Box 3306 City Turlock State CA Zip 95381

Telephone 209-531-5608 Text _____ E-mail buster@acme-electric.net

(Signature) By, _____ Date: _____

Printed name of Landlord: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

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

Real Estate Broker (Tenant Brokerage Firm) _____ Lic. # _____

By (Agent) _____ Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Landlord Brokerage Firm) _____ Lic. # _____

By (Agent) _____ Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Landlord's Initials _____ / _____ Tenant's Initials _____ / _____

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CL REVISED 12/24 (PAGE 7 OF 7)

COMMERCIAL LEASE AGREEMENT (CL PAGE 7 OF 7)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Commercial Lease 81



DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Amendment Agreement with Mark Miller for Construction Manager Consultation Services from October 1, 2024 through June 30, 2027

BACKGROUND

Business Services has a need for a construction manager consultant to facilitate a multitude of capital outlay projects throughout campus.

California Government Code 53060 states that "The legislative body of any ... district may contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."

CURRENT SITUATION

At the February 5, 2026 board meeting, the Board approved Consent Item L, an amendment agreement with independent contractor, Mark Miller, from October 1, 2024 through June 30, 2026, to provide construction manager consulting services. Mr. Miller has since been assigned several more capital outlay projects thereby bringing forth this amendment agreement from October 1, 2024 through June 30, 2027.

CONSENT CALENDAR

EdenAreaROP

AGREEMENT FOR SERVICE

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 Mark A. Miller (the "Service Provider") between October 1, 2024 through ~~September 1, 2025~~. ~~December 31, 2025~~ 40

Background:

~~June 30, 2026~~ 40 June 30, 2027 40

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.
- C. Mark A. Miller has a background in assessment, procurement, budgeting and construction, working with owners to develop project scope, planning execution approaches, coordinating with affected public agencies, and working with owners, design teams, vendors and suppliers and with construction of projects, and is willing to provide services to Eden Area ROP based on this background.

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

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of, but not limited to, Exhibit A.

Term of Agreement

2. The term of this Agreement will be from October 1, 2024 and will remain in full force and effect until ~~September 1, 2025~~, and not to exceed ~~560~~ total hours, ~~705~~ 1000 40 subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties. 40

~~December 31, 2025~~ 40

~~June 30, 2026~~ 40

June 30, 2027 40

Performance

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

Compensation

- \$175.00 effective 02/01/2025 4
- Eden Area ROP will pay a fee to Mark A. Miller for the services based on ~~\$135.00~~ per hour with a not to exceed of ~~\$75,600.00~~. This fee shall be payable monthly, at Net 30, upon invoicing of services. ~~\$118,000.00~~ 4 ~~\$135,500.00~~ 4 ^{\$173,125.00}
 - Service Provider shall submit an itemized invoice to Business Services which includes: dates, time and type of worked accomplished.

Confidentiality

- 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

- 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

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

19. A) **Service Provider Indemnity of Customer.** The Service Provider shall indemnify, defend and hold harmless Eden Area ROP and its Governing Board, officers, agents and employees from any and all claims and losses including those resulting in bodily injury and/or physical damage accruing against the Customer by any other party arising directly or indirectly due to the negligent or willful acts, omissions, or errors of Service Provider in performing or providing any of the services or other work product by the Service Provider.

B) **Customer Indemnity of Service Provider.** The Customer shall indemnify, defend and hold harmless Service Provider from any and all claims and losses including those resulting in bodily injury and/or physical damage, accruing against Service Provider by any other party arising directly or indirectly due to negligent or willful acts, omissions or errors of the Customer, its Governing Board, officers, agents, employees and contractors.

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.

Mark A. Miller, Service Provider

Date

Anthony Oum, Eden Area ROP
Fiscal Services Administrator

Date



DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2026-2027 School Year

BACKGROUND

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

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

CURRENT SITUATION

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

1. Preserve and protect the State's ongoing CTE funding and programs
2. Maintain flexibility of workforce
3. Preserve Local Control Funding Formula (LCFF) funding levels

CONSENT CALENDAR



Career Technical Education Joint Powers Authority Coalition

Letter of Agreement to Participate 2026-27

The **Eden Area ROP** expresses its agreement to participate in the Career Technical Education Joint Powers Authority Coalition (Coalition), effective July 1, 2026, through June 30, 2027.

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

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

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

The contract on behalf of the Coalition shall be for a period of 12 months, beginning July 1, 2026, and terminating June 30, 2027. The contracted amount will be equal to \$4,700 per participant, which includes expenses.

The membership fee for July 1, 2026, to June 30, 2027, is \$4,700 per participant for the term of the contract.

Superintendent Name: Blaine Torpey	
Email Address: btorpey@edenrop.org	
Name of JPA: Eden Area ROP	
Enrollment Count: 4,600	County: Alameda
Mailing Address: 26316 Hesperian Blvd, Hayward, CA 94545	
Telephone No.: (510) 293-2901	
List of Participating School Districts:	
Membership Fee:	\$4,700.00

Additional Contacts (for CTE JPA Coalition emails):

Name	Job Title	Email Address

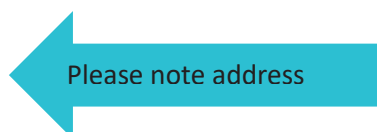
Signature _____

Date _____

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

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

c/o Tina Gerges
School Services of California Inc.
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Questions? Email: KellyS@sscal.com or LeilaniA@sscal.com





DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with Sonia Elgar for Business Services Support for the 2026-2027 School Year

BACKGROUND

The Business Services Department has a need to reconcile fiscal activities in preparation for Fiscal Year End 2025-2026 and multiple points throughout Fiscal Year 2026-2027.

CURRENT SITUATION

The attached agreement is the working agreement with independent contractor, Sonia Elgar, for the 2026-2027 school year. Sonia has supported the Business Services Department and the Adult Programs Department in the past when the Eden Area ROP has had staff out on leave, and/or for the department's special projects.

CONSENT CALENDAR



AGREEMENT FOR SERVICE 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.
- C. Sonia Elgar has a background in Administration, Accounting, Budget, Auditing, Receivable, and Purchasing and is willing to provide services to Eden Area ROP based on this background.

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

Services Provided

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

Term of Agreement

2. The term of this Agreement will be from July 1, 2026 and will remain in full force and effect until June 30, 2027, and not to exceed 375 total hours,

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

Performance

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

Compensation

4. Eden Area ROP will pay a fee to Sonia Elgar for the Services based on \$110.00 per hour with a not to exceed of \$41,250. This fee shall be payable monthly, at Net 30, upon invoicing of services.
5. Service Provider must submit an itemized invoice to Business Services which includes: dates, time and type of worked accomplished.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

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

Anthony Oum, Eden Area ROP
Fiscal Services Administrator

Date



DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the MOU with Alameda County Office of Education Network (ACOENet) for Access Plus Service for the 2026-2027 School Year

BACKGROUND

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

CURRENT SITUATION

The attached MOU reflects the new agreement between the Eden Area ROP and ACOENet for the 2026-2027 school year.

CONSENT CALENDAR

Memorandum of Understanding with Eden ROP for Access Plus Service

7/1/2026 to 6/30/2027

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

1. **SERVICES**

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

2. **PAYMENT**

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

3. **TERM**

The services outlined above shall be provided from 7/1/2026 to 6/30/2027. This agreement may be renewed by a written mutual agreement, signed by both parties, for two additional one-year terms.

4. **ALTERATION OF AGREEMENT**

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

5. **ASSIGNABILITY**

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

6. **INDEMNIFICATION**

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

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

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

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

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

7. PRIVACY

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

8. PENALTIES FOR IMPROPER USES

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

9. NOTICES

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

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

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

11. INTERPRETATION/CONSTRUCTION

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

12. ENTIRE AGREEMENT

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

13. EXECUTION IN COUNTERPARTS

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

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

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

15. INCORPORATION BY REFERENCE

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

We, the undersigned, agree to the above terms and conditions and we are authorized to sign on behalf of our organizations.

ORGANIZATION: Eden ROP and ACOENet

Anthony Oum, Fiscal Services Administrator
Printed name and title

Ryan Choate, Director
Printed name and title

Signature

08/06/2026
Date

Ryan Choate 6/26/2026
Signature Date

Schedule A

Schedule of Services

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

Organization: Eden ROP

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

Initials:

ORGANIZATION

ACOENet

Appendix A

ACOENet Access Plus Services List

Access Plus

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

Included:

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

ACOENet Access Plus Fees

Port Speed	Annual Cost
250 Mbps	\$12,000
500 Mbps	\$13,090
1 Gbps	\$15,725
2 Gbps	\$27,585

Note: Service requires a point network connection.

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

Appendix B

Acceptable Use Policy

General Acceptable Use:

Network Etiquette:

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

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

Acceptable Uses:

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

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

Unacceptable Uses:

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

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



DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2026-2027 School Year

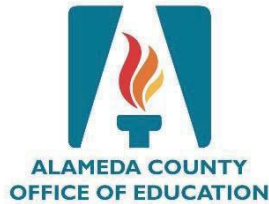
BACKGROUND

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

CURRENT SITUATION

The attached MOU with ACOE provides details of the payroll processing services for 2026-2027 school year.

CONSENT CALENDAR



MEMORANDUM OF UNDERSTANDING (MOU)

- PARTIES:** This Memorandum of Understanding (MOU) is entered into between the **Alameda County Office of Education (ACOE)** and **Eden Area Occupational Program (EAROP)**.
- PURPOSE:** The purpose of this MOU is to enable the ACOE and EAROP to have the ACOE provide certain payroll processing services, and ACOE is willing and able to provide such services.
- AUTHORITY:** This MOU is entered into by and between the parties in exercise of the authority set forth in and governed by the laws of the State of California.
- TERM:** This MOU shall become effective upon the date of execution by both the parties and shall continue for a period of 12 months **effective July 1, 2026 and ends June 30, 2027**. This agreement is renewable from year to year, unless either party gives notice of intent to withdraw by May 15th of the effective period.

SCOPE OF SERVICES:

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

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

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

COMPENSATION:

In exchange for the support and services to be provided by ACOE under the terms and conditions of this Agreement, EAROP shall pay ACOE a total amount of **\$32,921.14**. ACOE shall invoice EAROP quarterly in the amount of \$8,230.28

INSURANCE:

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

INDEMNIFICATION:

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

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

TERMINATION/SUSPENSION:

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

NON-DISCRIMINATION:

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

NOTICES:

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

To ACOE:

Alameda County Office of Education
313 West Winton Avenue
Hayward, CA 94544

To Eden Area Occupational Program:

Eden Area Occupational Program
26316 Hesperian Blvd.
Hayward, CA 94545

INTEGRATION:

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

REPRESENTATION O F AUTHORITY:

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

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

ALAMEDA COUNTY OFFICE OF EDUCATION

EDEN AREA ROP

Signature of Designee for
Alameda County Office of Education

Signature of Authorized
EAROP Representative

Print Name and Title

Print Name and Title

Date

Date



DATE: August 6, 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 MOU with the Associated Builders and Contractors of Northern California (ABC NorCal) for the 2026-2027 School Year

BACKGROUND

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

CURRENT SITUATION

The Associated Builders and Contractors of Northern California (ABC NorCal) provides apprenticeship programs throughout the state in electrical, carpentry, plumbing, painting and skilled labor. Our partnership with ABC NorCal has generated benefits for our students by expanding their links to employers and labor representatives, updating curriculum to interface with these programs, and encouraging non-traditional career opportunities for women and minorities.

The MOU is a continuation of the agreement that has been approved in past years, in that the Eden Area ROP will continue to serve as the fiscal agent. This would require us to monitor the hours of service provided by the programs. In return, the Eden Area ROP retains a minimum of twenty (20) percent for administrative costs and pre-apprenticeship opportunities for our students.

CONSENT CALENDAR

MEMORANDUM OF UNDERSTANDING

Superintendent: Blaine C. Torpey

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2900 | F: (510) 293-8225 | www.edenrop.org

Eden Area Regional Occupational Program (Eden Area ROP) agrees to become the Local educational Agency (LEA) for the Associated Builders and Contractors, Northern California Chapter (Apprenticeship Committee), from July 1, 2026 to June 30, 2027. Both parties will agree to the following:

1. Eden Area ROP will reimburse the Associated Builders and Contractors for apprenticeship expenses according to the current annual apportionment when the 2026-2027 allocation is distributed. The reimbursement rate for each hour of RSI in fiscal year (2026-2027) is \$10.61
2. The Apprenticeship Committee understands that of the hours allocated, zero hours belong to the Apprenticeship Committee and are transferable. The remaining 65,000 hours are loaned to the Apprenticeship Committee and belong to Eden Area ROP and will return to the ROP at the end of the agreement period.
3. Any reimbursement of unused money from the above allocation will be made effective within forty-five (45) days of the following schedule:
Forty-five (45) days after documentation is submitted and approved.
4. The Apprenticeship Committee understands that all reimbursement expenses must be preapproved and documented in hard copy.
5. The Apprenticeship Committee understands that any reimbursement can only be used on apprenticeship-related expenses.
6. The Eden Area ROP will reimburse only in accordance with the number of hours actually generated. Any hours not generated up to 65,000 hours will not be reimbursed.
7. The Apprenticeship Committee is responsible for any expenses accrued over the actual number of student hours generated or the allocation stated above.
8. Expenses incurred for this Apprenticeship Committee by Eden Area ROP during a reimbursement period will be deducted from the total reimbursement amount. Expenses are defined as, but not limited to salaries, administrative assistants, mandatory benefits, instructional materials, and other related costs.
9. It is understood that Eden Area ROP will retain twenty (20) percent for administration costs.
10. This agreement is for the period mentioned above and is on a year-to-year basis and is automatically renewable as agreed upon by all parties. Should either

party wish to rescind the agreement, it can do so by May 1 of the year noted above.

11. The Apprenticeship Committee is responsible for keeping attendance using Eden Area ROP's attendance system and completing confirming reports of hours and number of apprentices to Eden Area ROP at pre-arranged times throughout the school year.
12. The Apprenticeship Committee understands that Eden Area ROP must be contacted concerning any changes in scheduling, instructors, etc. or any other change that would alter this agreement.
13. The Eden Area ROP will ensure that a representative will attend monthly Unilateral Apprenticeship Committee meetings (UAC) as well as California Apprenticeship Council) meetings at least once per year.
14. The Eden Area ROP will provide other educational support and training to program sponsors as requested such as curriculum review and teacher observations.
15. The Eden Area ROP will monitor RSI hours, and complete mandated reports requested by California Community College Chancellors Office (CCCCO).
16. The Apprenticeship Committee operates student apprenticeship programs registered by the Division of Apprenticeship Standards under the supervision of the Eden Area ROP. In accordance with California Labor Code section 3368, the Eden Area ROP shall be considered the employer under Division 4 of the California Labor Code (commencing with Section 3200) of persons receiving this apprenticeship training, unless the persons during the training are being paid a cash wage or salary by a private employer. Further, an apprentice, while attending related and supplemental instruction classes, shall be considered to be in the employ of the apprentice's employer, unless the apprentice is unemployed. The parties acknowledge that the Apprentice Committee shall not be responsible for providing workers compensation coverage to its apprentices under any circumstances.

Apprenticeship Operations Officer

Date

Director of Adult Programs & Apprenticeships, Eden Area ROP

Date

INFORMATION ITEMS

DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Summer Programs Update

BACKGROUND

Eden Area ROP periodically offers summer programs to extend Career Technical Education (CTE) learning opportunities beyond the traditional school year. These programs support student engagement through career exploration, skill development, and work-based learning experiences made possible through grant funding and community partnerships.

CURRENT SITUATION

Through grant-funded programs, Eden Area ROP provides middle and high school students with expanded summer Career Technical Education (CTE) opportunities. Students participated in career exploration, project-based learning, and paid work-based learning experiences, including summer internships for high school students with Individualized Education Programs (IEPs) and Section 504 Plans. These experiences supported career readiness while helping students develop technical, workplace, and employability skills.

During Summer 2026, Eden Area ROP implemented the following grant-funded programs:

- Eden Area ROP Middle School CTE Summer Summit through the K12 Strong Workforce Program CTE Summer Summit Grant.
- Student Training and Employment Program (STEP) Summer Internships for Students with Disabilities through the Alameda County Workforce Development Board (ACWDB) STEP Grant.

RECOMMENDATION

Information only

DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Michelle Stephens, Assistant Principal
SUBJECT: Dates for the Sophomore Tours and the Student Awards Ceremony

BACKGROUND

Each year, the Eden Area ROP hosts Sophomore Tours for students from its four partner school districts. These tours provide students with an opportunity to explore Career Technical Education (CTE) programs, learn about career pathways, and experience the hands-on learning opportunities available at the Hayward Center. Eden Area ROP collaborates with each partner high school to plan, coordinate, and facilitate these field trips for interested sophomores.

In the spring, the Eden Area ROP also hosts its annual Student Award Ceremony to recognize and celebrate the outstanding achievements, accomplishments, and contributions of students enrolled in its Career Technical Education programs. The event honors students for their dedication, growth, and success while recognizing the support of their families, instructors, and community partners.

CURRENT SITUATION

The sophomore tours have been scheduled for the following dates:

San Leandro High School	Tuesday, November 3, 2026
Mt. Eden High School	Friday, November 5, 2026
San Lorenzo High School	Tuesday, November 10, 2026
Arroyo High School	Tuesday, November 17, 2026
Tennyson High School	Tuesday, December 8, 2026
Hayward High School	Friday, December 11, 2026
Castro Valley High School	Tuesday, January 26, 2027
Redwood High School & Lincoln High	Tuesday, February 23, 2027
DICE & Brenkwitz High School	Tuesday, February 23, 2027

The Eden Area ROP Student Award Ceremony is scheduled for Thursday, May 20, 2027. This date was selected after careful consideration of the academic calendars for each of the four partner school districts to maximize participation. The ceremony will be held at the Hayward Performing Arts Center, located at 2390 Panama Street, Hayward, CA 94545.

RECOMMENDATION

Information only

ACTION ITEMS



DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the adoption of Resolution 1-26/27: Signature Card-Board Members, Resolution 2-26/27: Signature Card-Authorized Agents: Payroll Warrants and Disbursements and Resolution 3-26/27: Signature Card-Authorized Agents: Official Documents and Reports

BACKGROUND

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

CURRENT SITUATION

The Alameda County Office of Education requires the Eden Area ROP to file updated signature cards and resolutions to carry out routine business. These updated signature cards, Resolutions 1 through 3-26/27, reflect the signatures of current board members and Eden Area ROP administrators.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 1-26/27: Signature Card-Board Members, Resolution 2-26/27: Signature Card-Authorized Agents: Payroll Warrants and Disbursements and Resolution 3-26/27: Signature Card-Authorized Agents: Official Documents and Reports.

EdenAreaROP

RESOLUTION NO. 1-26/27

Signature Card-Board Members
Fiscal Year 2026-2027

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

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

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

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

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

1.	Signature	Juan Campos Type Name
2.	Signature	Dolly Adams Type Name
3.	Signature	Austin Bruckner Carrillo Type Name
4.	Signature	Zachary Borja Type Name

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 6th day of August 2026 by the following vote:

Board Member	Ayes	Noes	Abstentions	Absent
Juan Campos	_____	_____	_____	_____
Dolly Adams	_____	_____	_____	_____
Austin Bruckner Carrillo	_____	_____	_____	_____
Zachary Borja	_____	_____	_____	_____
Totals	_____	_____	_____	_____

Student Board Member	Ayes	Noes	Abstentions	Absent
Abbigail Jones	_____	_____	_____	_____
Kaylie Vazquez Trejo	_____	_____	_____	_____
Totals	_____	_____	_____	_____

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

Date

Signature, President of the Governing Board

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

Date

Signature, President of the Governing Board

EdenAreaROP

RESOLUTION NO. 2-26/27

Signature Card- Authorized Agents: Payroll Warrants & Disbursements Fiscal Year 2026-2027

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

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

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

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

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

1.	 Signature	Blaine C. Torpey Type Name	Superintendent Title
2.	 Signature	Craig Lang Type Name	Director of Adult Programs & Apprenticeships Title
3.	 Signature	Manuschka Michaud Type Name	Principal Title
4.	 Signature	Michelle Stephens Type Name	Assistant Principal Title
5.	 Signature	Allison Crawford Type Name	Middle College Site Administrator Title
6.	 Signature	Mercedes Henderson Type Name	Human Resources Administrator Title
7.	 Signature	Anthony Oum Type Name	Fiscal Services Administrator Title

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 6th day of August 2026 by the following vote:

Board Member	Ayes	Noes	Abstentions	Absent
Juan Campos	_____	_____	_____	_____
Dolly Adams	_____	_____	_____	_____
Austin Bruckner Carrillo	_____	_____	_____	_____
Zachary Borja	_____	_____	_____	_____
Totals	_____	_____	_____	_____

Student Board Member	Ayes	Noes	Abstentions	Absent
Abbigail Jones	_____	_____	_____	_____
Kaylie Vazquez Trejo	_____	_____	_____	_____
Totals	_____	_____	_____	_____

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

Date

Signature, President of the Governing Board

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

Date

Signature, President of the Governing Board

EdenAreaROP

RESOLUTION NO. 3-26/27

Signature Card- Authorized Agents: Official Documents & Reports Fiscal Year 2026-2027

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

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

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

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

- | | | | |
|----|----------------------------|--|--|
| 1. | <hr/> <div>Signature</div> | <hr/> Blaine C. Torpey
<div>Type Name</div> | <hr/> Superintendent
<div>Title</div> |
| 2. | <hr/> <div>Signature</div> | <hr/> Craig Lang
<div>Type Name</div> | <hr/> Director of Adult
Programs &
Apprenticeships
<div>Title</div> |
| 3. | <hr/> <div>Signature</div> | <hr/> Manuschka Michaud
<div>Type Name</div> | <hr/> Principal
<div>Title</div> |
| 4. | <hr/> <div>Signature</div> | <hr/> Michelle Stephens
<div>Type Name</div> | <hr/> Assistant Principal
<div>Title</div> |
| 5. | <hr/> <div>Signature</div> | <hr/> Allison Crawford
<div>Type Name</div> | <hr/> Middle College Site
Administrator
<div>Title</div> |
| 6. | <hr/> <div>Signature</div> | <hr/> Mercedes Henderson
<div>Type Name</div> | <hr/> Human Resources
Administrator
<div>Title</div> |
| 7. | <hr/> <div>Signature</div> | <hr/> Anthony Oum
<div>Type Name</div> | <hr/> Fiscal Services
Administrator
<div>Title</div> |

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 6th day of August 2026 by the following vote:

Board Member	Ayes	Noes	Abstentions	Absent
Juan Campos	_____	_____	_____	_____
Dolly Adams	_____	_____	_____	_____
Austin Bruckner Carrillo	_____	_____	_____	_____
Zachary Borja	_____	_____	_____	_____
Totals	_____	_____	_____	_____

Student Board Member	Ayes	Noes	Abstentions	Absent
Abbigail Jones	_____	_____	_____	_____
Kaylie Vazquez Trejo	_____	_____	_____	_____
Totals	_____	_____	_____	_____

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

Date

Signature, President of the Governing Board

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

Date

Signature, President of the Governing Board



DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the adoption of Resolution 4-26/27: Adopting a Conflict of Interest Code (Form E1 9270)

BACKGROUND

As a public education institution, it is legally required that an agency's conflict of interest code 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). To ensure the codes remain current and accurate, each agency is required to review its conflict of interest code at least every other year; state agencies in odd-numbered years and local agencies in even-numbered years.

CURRENT SITUATION

This is a regularly scheduled review year for the Conflict of Interest Code in accordance with the biennial review requirement for local agencies.

In addition to the scheduled review, the Eden Area ROP has experienced an organizational update for the 2026-2027 school year. The attached revised Conflict of Interest Code (Form E1 9270) includes the addition of the Middle College Site Administrator position to ensure the code accurately reflects current designated positions and filing requirements.

RECOMMENDATION

It is recommended that the Governing Board approve the Adoption of Resolution 4-26/27: Adopting a Conflict of Interest Code (Form E1 9270).

EdenAreaROP

RESOLUTION NO. 4-26/27

Adopting a Conflict of Interest Code (E1 9270)

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 to the current conflict of interest code are necessary

NOW THEREFORE BE IT RESOLVED that 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

BE IT FURTHER RESOLVED, any earlier resolutions, bylaws, and/or appendices containing the Eden Area ROP's 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 6th day of August 2026, by the following vote:

Board Member	Ayes	Noes	Abstentions	Absent
Juan Campos	_____	_____	_____	_____
Dolly Adams	_____	_____	_____	_____
Austin Bruckner Carrillo	_____	_____	_____	_____
Zachary Borja	_____	_____	_____	_____
Totals	_____	_____	_____	_____
Student Board Member	Ayes	Noes	Abstentions	Absent
Abbigail Jones	_____	_____	_____	_____
Kaylie Vazquez Trejo	_____	_____	_____	_____
Totals	_____	_____	_____	_____

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

Resolution No.4-26/27: Adopting a Conflict of Interest Code

Page 1 of 4

BB 9270: Conflict of Interest Governing Board approved March 6, 2025

E1 9270: Conflict of Interest Governing Board approved June 11, 2026

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

1. 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
2. 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.

3. 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
Superintendent	1
Director of Adult Programs and Apprenticeships	2
Principal	2
Assistant Principal	2
Fiscal Services Administrator	1
Human Resources Administrator	2
Middle School 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 constitute 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, subsections (a) and (b), 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: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Superintendent's Goals for the 2026-2027 School Year

BACKGROUND

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

CURRENT SITUATION

The Governing Board and Superintendent have discussed goals for the upcoming school year and a recommendation to the Governing Board will be presented to finalize the Superintendent's goals for the 2026-2027 school year.

RECOMMENDATION

It is recommended that the Governing Board approve the Superintendent's goals for the 2026-2027 school year.

EdenAreaROP SUPERINTENDENT'S GOALS 2026 2027

Strengthen EAROP Culture, Climate and Communication

- Develop a comprehensive five-year strategic plan that is guided by the Vision Statement, Mission Statement, EAROP Core Values, Student Learning Outcomes, Governing Board, and stakeholder input to allow for priority-driven and balance-informed decision making.
- Build belonging for students, families, and staff with a continued focus on anti-racism, anti-discrimination, and anti-bias.
- Develop high-impact strategic partnerships that enhance student learning and student outcomes.
- Build programming, systems and staffing to promote balance, sustainability and fundamental solutions.

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

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

Guide and Support the Development of EAROP Staff

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

Fiscal, Resource, and Operational Leadership

- Continue local, regional, and statewide advocacy to ensure CTE and ROP remain at the forefront of educational discussions, initiatives, and policy development.
- Continue to improve EAROP Facilities and Infrastructure.
- Assess operations, site safety, resource management, and technology plan to ensure fidelity to the EAROP Vision, Mission, and Core Values.
- Manage the fiscal landscape to support continuity of services, sustainability of funding and meeting the needs of students.

DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the First Amendment to the Lease Agreement with the Hayward Unified School District (HUSD) extended through June 30, 2025

BACKGROUND

The Hayward Unified School District (HUSD) owns the property used by the Eden Area ROP to run its center programs. The current lease agreement between the Eden Area ROP and HUSD expires on June 30, 2030. Since the beginning of the lease agreement, the term has continued to be ten years.

CURRENT SITUATION

The lease agreement itself is a template that does not effectively define the roles and responsibilities of each party.

The Eden Area ROP has proposed this amendment to address two issues:

1. As part of Proposition 2 passed in November 2024, funds were allocated by the state to the Career Technical Education Facilities Program (CTEFP Grant). JPA ROPs are eligible for CTEFP funding if they meet certain statutory requirements, one of which is a minimum 30-year lease for JPA ROPs that lease their sites.
2. The current lease lacks clarity regarding the roles of the lessee and lessor when it comes to maintenance of the property and facilities. While Eden Area ROP and HUSD have navigated the ambiguity, both agencies will benefit in the long term on more concisely defined roles and responsibilities. The current template used by HUSD for other leased properties has clearer language to support the partnership.

To ensure the Eden Area ROP meets the eligibility criteria for CTEFP grant funding, the amendment modifies the term of the lease from 10 years to 30 years. The new term will be July 1, 2020, to June 30, 2050.

To support the effective stewardship of the property and facilities, Eden Area ROP and HUSD will use the 2026 2027 school year to update Paragraphs 7 and 8 of the Lease to clarify roles and responsibilities for maintenance of the property and facilities.

RECOMMENDATION

It is recommended that the Governing Board approve the first amendment to the Lease Agreement with the Hayward Unified School District (HUSD) extended through June 30, 2025.

FIRST AMENDMENT

This First Amendment (the "First Amendment"), dated [REDACTED] for reference purposes only, is entered into by and between Hayward Unified School District (hereafter referred to as "Landlord"), and Eden Area Regional Occupational Program (hereafter referred to as "Lessee"). The Landlord and Lessee may be referred to collectively as "Parties" or in the singular as "Party," as the context requires).

RECITALS

PURPOSE. The Landlord and the Lessee entered a lease dated July 1, 2020 for reference purposes only (the "Lease") to enable Lessee to operate its program with respect to the premises located at 26316 Hesperian Boulevard, Hayward, CA 94545.

WHEREAS, the Parties seek to extend the term of the Lease and to commit to renegotiate certain provisions of the Lease.

NOW, THEREFORE, the Parties now desire to amend the Lease upon the terms and conditions set forth in this First Amendment. In consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

AGREEMENT

THEREFORE, in consideration of the covenants and agreements contained herein, the Parties hereby mutually agree as follows:

1. **Term.** The term of this First Amendment is extended through June 30, 2050.
2. **Continued Negotiations.** By October 1, 2026, the Parties agree to commence substantive negotiations to Paragraph 7, regarding "routine maintenance" and Paragraph 8, "normal wear and tear" in the Lease.
3. **Incorporation.** The Lease is hereby incorporated into this First Amendment by this reference and supplemented and amended to the extent set forth herein. The Lease and the First Amendment, constitute the entire agreement between the Landlord and Lessee. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.

All other provisions of the Lease shall remain in full force and effect and are reaffirmed. If there is any conflict between this First Amendment to the Lease and any provision of the Lease, the provisions of this First Amendment shall control.

The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this First Amendment.

4. **Counterparts.** This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

All other terms and conditions of the Lease shall remain the same in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the day and year written below:

ACCEPTED AND AGREED on the date indicated below:

Dated: _____

HAYWARD UNIFIED SCHOOL DISTRICT

By:_____

Print Name:_____

Print Title: _____

Dated: _____

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

By:_____

Print Name:_____

Print Title: _____

Dated: _____

DATE: August 6, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Agreement with HTA Consulting for Grant Writing Services for the 2026-2027 School Year

BACKGROUND

The Strong Workforce Program Grant, which will be releasing the Round 9 Request for Applications in late August, has become intensely competitive. During Round 8 last year, the Eden Area ROP submitted three applications, two as the lead and one as a partner for Middle College, CTE Summer programming, and for AI Readiness, respectively. Only the CTE Summer programming grant was funded.

The Bay Area's allocation for K12 SWP R8 was \$28,288,270. The Bay Area Community College Consortium (BACCC) received 59 applications requesting a total of \$53,615,838.

Rounds 1-5, EAROP was awarded every grant if applied for. We did not receive any SWP awards in Round 6 and two in Round 7.

HTA Consulting is a widely respected consulting firm that supports government agencies and non-profits on grant applications, reporting and accountability. Their SWP award record for applicants in our region is impressive.

CURRENT SITUATION

To enhance the likelihood of being awarded SWP Round 9 grants, EAROP will be working with HTA Consulting on the preparation of our SWP applications. Their scope will be limited as we have the elements needed for successful applications. Their services will be based on the hours we contract with them and depending on the number of applications we submit.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with HTA Consulting for grant writing services for the 2026-2027 school year.

Proposal

Date: June 30, 2026
To: Blaine Torpey, Superintendent Eden Area ROP
From: Sarah Akin, HTA Consulting Director of Grants
RE: Grant Writing Services for Eden Area ROP

HTA Consulting is an independent consulting firm that provides cost-effective, high-quality grant writing, strategic planning, evaluation consulting services for public agencies, educational institutions, nonprofit organizations, foundations, and health organizations.

Grants Experience

HTA has over 25 years of success in writing and submitting grants, yielding our clients \$625 million in the last five years – and \$1.5 BILLION since 1997. From interpreting the nuances of an RFP to drafting narratives, developing budgets, and convening stakeholders, HTA has the experience, knowledge, and flexibility to respond quickly and effectively. Our staff and associates contribute a rich mix of specific technical expertise, a diverse knowledge of communities and content areas, and cultural capacities. Our grant writing and evaluation teams bring expertise in K-16 education, workforce and economic development, public health, behavioral health, human services, justice, social services, housing and community development, parks and recreation, transportation, public works, and other areas. This broad and deep knowledge base enables us to effectively pursue funding from multiple sources. The HTA team is committed to our clients' success and always willing 'to go the extra mile.'

Approach

As a full-service consulting firm, HTA draws on the experience of our entire staff when crafting competitive grant proposals. Our evaluation team designs and writes evaluation plans ranging from basic data collection and analysis to sophisticated multi-year experimental or quasi-experimental designs, assists with needs assessments, data analysis and presentation, and consults on project implementation. Our collaborative approach and breadth of skills allow us to design realistic grant packages that capture readers' interest and set the stage for effective implementation.

HTA has developed systems to create proposals that are both technically correct and compelling. From start-up and discovery, through budget development, research on best practices and exemplary programs, narrative construction, compilation and completion of all required forms and attachments, quality assurance, and packaging and submitting a final application, HTA has thought through every step of the complex and demanding grants process.

Grant Writing Team

Our grant writing team has breadth and depth of experience in creating competitive grant proposals.

- **Sarah Akin, MA**, HTA Chief Operating Officer and Grant Team Director, has over a decade of grant writing, program planning, budget development, and project management experience. She is experienced writing and submitting local, state, and federal grants for clients who work in economic and workforce development, K-16 education, public health, social services, and community-led initiatives. She is highly skilled in convening large groups of partners, developing multi-million-dollar budgets, and coordinating the fine details of grant submission.
- **Randy Malat, MA, MS**, Chief Grant Writer, has written over \$450 million in successful grants for school districts, city and county governments, colleges and universities, and non-profit organizations in the Bay Area since he joined HTA in 2001.
- **Monica Gyulai, MA, MS**, Senior Associate, has written over \$200 million in successful grants and has more than 25 years of writing, editing, and teaching experience in a wide range of fields, including education, journalism, anthropology, and the arts.

In addition to our core grant writing team, HTA works with experienced affiliate grant writing associates on a project-by-project basis. These associates generally have subject matter expertise specific to the project. HTA Senior Associates and our project management staff work with all affiliate associates to ensure consistency, quality, and an exceptional experience for our clients. We also draw on our firm's experienced evaluation staff to help craft competitive grant proposals for our clients.

Description of Project

We propose to assist EAROP to plan and prepare up to two competitive K12 Strong Workforce Program grant proposals with a deadline anticipated in Fall 2026.

HTA will deliver the following:

- Project Narrative
- Project Timeline
- Budget Development
- Budget Narrative
- Draft Letters of Agreement/MOUs
- Editing and Formatting
- Application Forms
- Assistance with attachments
- Quality Assurance
- ***Packaging and Submitting →***

Client is responsible for the following:

- Needs data
- Organizational capacity information
- Program design information
- Budget information
- All required attachments
- Signatures on all forms and letters
- Timely review of all materials
- ***Delivery of all final materials 48 hours (2 business days) prior to the deadline. If this requirement is not met, HTA may not take responsibility for submission.***

Fees

HTA proposes a Time and Materials contract, under which HTA will only perform work at your request, and we will bill only for the time expended. We will inform you if it appears we will exceed this amount. We ask you to provide 50% of the estimated fee upon contracting for these services.

We estimate the following costs, but the actual total may end up being more or less than this estimate.

Fee Structure	Time & Materials
Full fee	\$21,965
Due Upon Contracting	\$10,982

Activity	Total Hours	Total Cost
Start Up		
Project launch		
Webinars		
RFP review and workplan development		
Subtotal	5	\$1,225
Meetings		
Meeting prep/follow-up		
Meetings, including facilitation		
Subtotal	15	\$3,650
Research		
Needs data research		
Subtotal	4	\$940
Grant Writing		
Grant writing		
Subtotal	35	\$8,225
Editing		
Editing and formatting		
Subtotal	5	\$1,050
Budget		
Budget development		
Budget narrative justification		
Subtotal	7	\$1,770
Assistance with Attachments		
Application forms		
Subtotal	4	\$940
Submission		
Quality assurance review		
Packaging and submission		
Subtotal	10	\$2,350
Project Management		
Project management		
Subtotal	5	\$1,175
Subtotal Tasks	90	\$21,325
Administrative Cost @ 3 %		\$640
Total Cost		\$21,965

Pricing of services is calculated based on:

CEO	\$285/hour
COO; Director	\$260/hour
Chief; CFO	\$235/hour
Senior Associate	\$210/hour
Associate	\$185/hour
Consultant	\$160/hour
Chief of Technology	\$160/hour
Data Entry	\$110/hour

These rates are subject to change with 30 days of notice.

Administrative costs. There is a 3% administrative fee applied to each project. The administrative fee includes such items as printing, supplies, mailing/shipping, software subscriptions (statistical and survey packages, graphics software, and mapping systems), and tolls/parking for local travel. Please note for projects with extensive travel there might be additional line items for mileage, airfare/car rentals or hotels.

We welcome the chance to work with you on this project and thank you for the opportunity. If you have further questions, please feel free to contact me at your convenience. This proposal is valid for 90 days upon issuance.

Contract: Eden Area ROP K12 Strong Workforce Grant 2026

Contracting Agency: Eden Area ROP
Address: 26316 Hesperian Blvd.
City: Hayward
State: CA
Zip: 94545
Telephone: 510-293-2901
Contract Total: \$21,965.00 ☐ Flat Fee Billing ☒ Time & Materials Billing
Date of Agreement: July 1, 2026
Period of Agreement From: July 1, 2026 To: December 31, 2026

HTA will provide the following materials, services, deliverables:

- See Attachment A, dated July 1, 2026.

Client will provide / be in charge of the following:

- See Attachment A, dated July 1, 2026.

Billing Schedule:

Client will be billed 50%, \$10,982.00 as a deposit. This invoice is due upon receipt. A final balance due invoice will be sent upon completion.

This contract is a Time and Materials contract, under which HTA will only perform work at your request, and we will bill only for the time actually expended. We estimate the following costs, but the actual total may end up being more or less than this estimate.

Danielle Toussaint

HTA, CEO



Authorized Signature HTA

7/1/2026

Date

Contracting Officer's Name

Contracting Officer's Signature

Date

Hourly Rates: CEO \$285.00, Directors \$260.00, Chief \$235.00, Senior Associates \$210.00, Associates \$185.00, Consultant \$185.00, Data Entry \$110.00

Administrative Fee: There is a 3% administrative fee applied to each project. The administrative fee includes such items as printing, supplies, mailing/shipping, software subscriptions (statistical and survey packages, graphics software, and mapping systems), and travel expenses.

This agreement constitutes the entire understanding of the parties and any changes or modifications shall be in writing and signed by both parties hereto. The general terms and conditions printed on page two of this form are hereby incorporated by reference.

HTA Consulting

GENERAL TERMS AND CONDITIONS

1. **INDEMNIFICATION:** The Contracting Agency agrees to indemnify, defend, and hold harmless Hatchuel Tabernik & Associates (hereafter HTA), its officers, agents and employees from any and all claims and losses accruing and resulting from actions taken in connection with the performance of this agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by HTA in the performance of this agreement.
2. **INSURANCE:** HTA will maintain insurance, including automobile insurance in such an amount as may be reasonably necessary.
3. **INTEREST OF CONTRACTOR:** It is understood and agreed that this agreement is not a contract of employment in the sense that the relation of master and servant exists between HTA and the Contracting Agency. At all times HTA shall be deemed to be an independent contractor.
4. **EQUIPMENT AND FACILITIES:** HTA will provide all necessary equipment and facilities to render its services pursuant to this agreement, unless the parties to this agreement specifically agree in writing that said equipment and facilities will be provided in a different manner.
5. **EMPLOYMENT OF ADDITIONAL WORKERS BY CONTRACTOR:** HTA may, at HTA's own expense, employ and/or contract with additional workers or subcontractors as necessary for the completion of this agreement and shall maintain worker's compensation insurance as required by law. The Contracting Agency shall not control, direct or supervise HTA's additional workers or subcontractors in the performance of those services. HTA assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or subcontractors and for all state and federal income tax, unemployment insurance, social security, disability insurance and other applicable withholdings.
6. **ASSIGNMENT:** Without the written consent of the Contracting Agency, this agreement is not assignable by HTA, either in whole or in part.
7. **TIME:** Time is of the essence of this agreement.
8. **ATTORNEY'S FEES:** If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he/she/it may be entitled.
9. **GOVERNING LAW:** The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
10. **WITHHOLDING:** The Contracting Agency shall **not** withhold or set aside any money on behalf of HTA for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of HTA to account for all of the above.
11. **CHANGES OR ALTERATIONS:** No changes, alterations or variations of any kind to this agreement are authorized without the written consent of HTA.
12. **TERMINATION:** The Contracting Agency and/or HTA may terminate this agreement if either party fails to perform its duties under the terms of this agreement. Payment of any fees shall be prorated to compensate HTA for that portion of the contract which has been satisfactorily completed.
13. **WAIVER:** No delay or omission by HTA in exercising any right under this agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude HTA from any or further exercise of any right or remedy.
14. **SEVERABILITY:** In the event any portion of this agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this agreement shall continue in full force and effect.
15. **AMBIGUITY:** The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all part treated as equally responsible for such ambiguity.
16. **COPYRIGHT:** Any written product produced as a result of this contract shall be work for hire and shall be the property of the Contracting Agency unless a specific agreement to the contrary is negotiated.
17. **EXPENSES:** HTA shall be responsible for all costs and expenses incident to the performance of services for the Contracting Agency, including but not limited to: all costs of equipment provided by HTA, all fees, fines, licenses, bonds or taxes required of or imposed against HTA, and all other of HTA's costs of doing business. The Contracting Agency shall be responsible for no expenses incurred by HTA in performing services for the Contracting Agency except as provided by this agreement.
18. **FEE FOR SERVICES:** All invoices are due and payable upon receipt. Invoices that are not paid in full within 30 days after the date of the invoice will be subject to late charges of 1% per month (12% annual rate) computed from the date of the invoice until paid.

Danielle Toussaint

HTA, CEO



Authorized Signature, HTA

Contracting Officer's Name

Contracting Officer's Signature

Attachment A

July 1, 2026

Description of Project

We propose to assist EAROP to plan and prepare up to two competitive K12 Strong Workforce Program grant proposals with a deadline anticipated in Fall 2026.

HTA will deliver the following:	Client is responsible for the following:
● Project Narrative ● Project Timeline ● Budget Development ● Budget Narrative ● Draft Letters of Agreement/MOUs ● Editing and Formatting ● Application Forms ● Assistance with attachments ● Quality Assurance ● <i>Packaging and Submitting →</i>	● Needs data ● Organizational capacity information ● Program design information ● Budget information ● All required attachments ● Signatures on all forms and letters ● Timely review of all materials ● <i>Delivery of all final materials 48 hours (2 business days) prior to the deadline. If this requirement is not met, HTA may not take responsibility for submission.</i>

Fees

HTA proposes a Time and Materials contract, under which HTA will only perform work at your request, and we will bill only for the time expended. We will inform you if it appears we will exceed this amount. We ask you to provide 50% of the estimated fee upon contracting for these services.

We estimate the following costs, but the actual total may end up being more or less than this estimate.

Fee Structure	Time & Materials
Full fee	\$21,965
Due Upon Contracting	\$10,982

Activity	Total Hours	Total Cost
Start Up		
Project launch		
Webinars		
RFP review and workplan development		
Subtotal	5	\$1,225
Meetings		
Meeting prep/follow-up		
Meetings, including facilitation		
Subtotal	15	\$3,650

Research

Needs data research

Subtotal	4	\$940
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Grant Writing

Grant writing

Subtotal	35	\$8,225
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Editing

Editing and formatting

Subtotal	5	\$1,050
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Budget

Budget development

Budget narrative justification

Subtotal	7	\$1,770
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Assistance with Attachments

Application forms

Subtotal	4	\$940
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Submission

Quality assurance review

Packaging and submission

Subtotal	10	\$2,350
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Project Management

Project management

Subtotal	5	\$1,175
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Subtotal Tasks	90	\$21,325
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Administrative Cost @ 3 %		\$640
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Total Cost		\$21,965
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