

EdenAreaROP
Governing Board
Meeting Agenda



26316 Hesperian Blvd. Hayward, CA



(510) 293-2971



www.edenrop.org



**THURSDAY,
SEPTEMBER 3, 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, September 3, 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 August 6, 2026 (pages 6-13)
- B. Request the Governing Board approve the Bill Warrants (pages 14-20)
- C. Request the Governing Board approve the Personnel Action Items (pages 21-22)
- D. Request the Governing Board approve the DECA Overnight Field Trips for the 2026-2027 School Year (page 23)
- E. Request the Governing Board approve the SkillsUSA Overnight Field Trips for the 2026-2027 School Year (page 24)
- F. Request the Governing Board approve the Agreement with Lozano Smith, LLP for Legal Services for the 2026-2027 School Year (pages 25-31)
- G. Request the Governing Board approve the MOU with the Hayward Unified School District for Student Transportation for 2026-2027 School Year (pages 32-34)
- H. Request the Governing Board approve the MOU with the San Lorenzo Unified School District for Student Transportation for 2026-2027 School Year (pages 35-39)
- I. Request the Governing Board approve the MOU with Construction Trades Workforce Initiative (CTWI) to Develop an Eden Area ROP Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Program for the 2026-2027 and 2027-2028 School Years (pages 40-60)
- J. Request the Governing Board approve the MOU with the Public Health Institute/FACES for the Future Coalition for Health Career Training & Work-Based Learning, Academic Support, Wellness Services, and Youth Leadership Development for the 2026-2027 School Year (pages 61-71)

X. Information Items

- A. Opening of School for the 2026-2027 School Year (page 73)
- B. Eden Area ROP Center Enrollment Snapshot and Waitlist Update (pages 74-76)
- C. Strategic Planning Workshop (page 77)
- D. Eden Area ROP Service Awards (page 78)

XI. Action Items

- A. Request the Governing Board approve Fiscal Year 2025-2026 Unaudited Actuals Report (page 80)
- B. Request the Governing Board approves the adoption of Resolution 5-26/27: Celebrating and Recognizing National Hispanic Heritage Month September 15 to October 15 (pages 81-82)
- C. Request the Governing Board approve the Change Order Increase with Labor Solutions and KYA for Kay Avenue Parking Lot Repairs (pages 83-85)

- D. Request the Governing Board approve the First Amendment to the Agreement with the Alameda County Workforce Development Board (ACWDB), Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program for Youth and Young Adult Workforce Development Services, and Student Training and Employment Program (STEP) for the 2026-2027 School Year (pages 86-126)
- E. Request the Governing Board approve the ongoing MOU with Early Care & Education Pathways to Success (ECEPTS) for Careers in Education Youth Apprenticeship (pages 127-135)
- F. Request the Governing Board approve the Offer to Charter with San Jose Charter for Student Transportation for 2026-2027 School Year (pages 136-138)

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 August 6, 2026

I. Call to Order

Trustee Austin Bruckner Carrillo, called the meeting to order at 6:05 pm on Thursday, August 6, 2026, in the Boardroom, at the Eden Area Regional Occupational Program located at 26316 Hesperian Blvd., Hayward, CA 94545. Due to the anticipated absence of the Vice President and the anticipated late arrival of the Board President, the meeting proceeded with informational items while awaiting the arrival of the Board President and establishment of a quorum. No action was taken during this portion of the meeting.

II. Roll Call

Roll call was conducted. A quorum was not present at the time of call to order.

Eden Area ROP Governing Board Members Present:

Juan Campos, President	San Lorenzo USD	arrived at 6:20
Austin Bruckner Carrillo, Member	Hayward USD	
Zachary Borja, Member	San Leandro USD	

Eden Area ROP Governing Board Members Absent:

Dolly Adams, Vice President	Castro Valley USD
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Eden Area ROP Student Board Members Present:

Abbigail Jones, Member	Eden Area ROP
Kaylie Vazquez Trejo, Member	Eden Area ROP

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

Allison Crawford	Middle College Site Administrator
Craig Lang	Director of Adult Programs and Apprenticeships
Manuschka Michaud	Principal
Anthony Oum	Fiscal Services Administrator
Michelle Stephens	Assistant Principal

Eden Area ROP Staff Present:

Gabriela Juarez	Executive Assistant
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PRE-QUORUM AGENDA ITEMS

The Board proceeded with the Vision Statement, Mission Statement, Core Values, Public Comment, Student Board Member Reports, and Information Items while awaiting the arrival of the Board President.

III. Vision Statement

Blaine Torpey read the Eden Area ROP Vision Statement.

IV. Mission Statement

Blaine Torpey read the Eden Area ROP Mission Statement.

V. Core Values

Blaine Torpey read the Eden Area ROP Core Values.

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

None.

VII. Student Board Member Reports

Blaine Torpey, Superintendent, introduced the two new Student Board Members, Kaylee Vasquez Trejo, a Dental Assisting student and senior at Mt. Eden High School, and Abigail Jones, a Careers in Law student and senior at San Leandro High School.

VIII. Information Items

A. Summer Programs Update

Michelle Stephens, Assistant Principal, presented an overview of the Eden Area ROP summer programs, including the Middle School Summer Summit and the STEP summer internship program.

Mrs. Stephens reported that the Middle School Summer Summit provided approximately 168 rising eighth-grade students from all four partner districts with hands-on career exploration across eight pathways. Eight high school interns assisted with the program. Students participated in two pathways each day and explored medical careers, dental assisting, first responders, cybersecurity, sports medicine, auto collision and refinishing, construction technology, and zero emissions vehicle technology. Activities included hands-on projects and demonstrations designed to introduce students to career opportunities and engage them in applied learning.

The STEP summer internship program provided 11 students with paid summer work experiences at various host agencies, including the City of Hayward Public Works and Utilities, Eden Area ROP, Cheap Shots Pet Clinic, Grocery Outlet, Walgreens, and Claudia Body & Skin Care. Students worked from June 8 through July 24, with several continuing through August 10. Mrs. Stephens recognized the participating business partners and staff for providing students with valuable workplace experience.

Mrs. Stephens reported that, as of spring 2026, 23 students had completed STEP seminar sessions and received a \$250 stipend, 11 students participated in the summer paid internship program, five additional students opted into fall internships, and eight students had completed their internships, with three students continuing at Walgreens through August 10.

Mrs. Stephens emphasized the success of the summer programs in exposing students to career opportunities at an early age and noted that Eden Area ROP continues to seek additional business partners to provide internship and work-based learning opportunities for students.

B. Dates for the Sophomore Tours and the Student Awards Ceremony

Michelle Stephens, Assistant Principal, introduced the upcoming Student of the Year annual award ceremony and sophomore tour schedule. Mrs. Stephens reported that the 2027 Student of the Year ceremony is scheduled for May 20, 2027, at the Mt. Eden High School Performing Arts Center. She described the event as an opportunity to recognize student accomplishments and successes throughout the year.

Mrs. Stephens reviewed the schedule for the 2026-2027 sophomore tours, which will take place from November 2026 through February 2027. She also reviewed the outreach presentations that will be provided at the high schools from September 2026 through January 2027 to introduce students to Eden Area ROP programs and encourage participation in the campus tours. Additional presentation dates for some schools were still being finalized.

Mrs. Stephens explained that the outreach presentations are provided to all sophomores at each participating school, with the format and location varying by school site. Student ambassadors may accompany staff to assist with the presentations. Following the presentations, students may choose to participate in the campus tours.

At 6:20 p.m., Board President Juan Campos arrived, establishing a quorum and presiding over the remainder of the meeting. The Board then proceeded with the Approval of Agenda, Consent Items, and Action Items. Following the Action Items, the meeting proceeded in the order reflected on the meeting agenda.

IX. Approval of Agenda

Trustee Austin Bruckner Carrillo moved to approve the agenda, Trustee Zachary Borja seconded the motion. By the following vote, the agenda was approved:

Board Member Vote:

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

Student Board Member Preferential Vote:

AYES: 2 (Jones, Vazquez Trejo)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

X. Consent Calendar

Prior to consideration of the Consent Calendar, a correction was noted to the minutes of the June 11, 2026 Board meeting. The correction was to Action Item M, Request the Governing Board Approve the Third Amendment to the Superintendent's Employment Agreement, on page 16 of the Board packet. The Trustees' names associated with the first and second motions had been omitted. The minutes were corrected to reflect that Trustee Dolly Adams made the first motion and Trustee Austin Bruckner Carrillo made the second motion.

With the correction noted, the Board proceeded with consideration of the Consent Calendar.

Trustee Zachary Borja moved to approve the Consent Calendar Items, including the corrected June 11, 2026 Board meeting minutes, as follows:

- A. Minutes of the Regular Governing Board Meeting of June 11, 2026
- B. Minutes of the Special Governing Board Meeting of June 18, 2026
- C. Bill Warrants

- D. Personnel Action Items
- E. Listed Donation-California Association of SkillsUSA, Inc.
- F. Recycling Donations Received by the Eden Area ROP for the 2026-2027 School Year
- G. Quarterly Report on Williams Act Complaints and Resolutions
- H. Eden Area ROP Organizational Chart for the 2026-2027 School Year
- I. Amendment Agreement with the Fresno County Office of Education (FCOE) for Direct Support Professional Training for the 2025-2026 School Year
- J. Revised Agreement with Abraham Hill for Direct Support Professional Training for the 2026-2027 School Year
- K. Revised Agreement with Dr. Cindy Christovale for Direct Support Professional Training for the 2026-2027 School Year
- L. Revised Agreement with Ellen Faryna for Direct Support Professional Training for the 2026-2027 School Year
- M. 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
- 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
- O. Amendment Agreement with Mark Miller for Construction Manager Consultation Services from October 1, 2024 through June 30, 2027
- P. Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition for the 2026-2027 School Year
- Q. Agreement with Sonia Elgar for Business Services Support for the 2026-2027 School Year
- R. MOU with the Alameda County Office of Education Network (ACOENet) for Access Plus Service for the 2026-2027 School Year
- S. MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2026-2027 School Year
- T. MOU with the Associated Builders and Contractors of Northern California (ABC NorCal) 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 (Campos, Borja, Bruckner Carrillo)
NOES: 0
ABSTENTIONS: 0
ABSENT: 1 (Adams)

Student Board Member Preferential Vote:

AYES: 2 (Jones, Vazquez Trejo)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

XI. Action Items

- A. Request 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, Resolution 3-26/27: Signature Card-Authorized Agents: Official Documents and Reports**

Upon review of and a motion by Trustee Zachary Borja and a second by Trustee Austin Bruckner Carrillo, the Governing Board approved 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.

Board Member Vote:

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

Student Board Member Preferential Vote:

AYES: 2 (Jones, Vazquez Trejo)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

B. Request the Governing Board approve the adoption of Resolution 4-26/27: Conflict of Interest Code

Upon review of and a motion by Trustee Zachary Borja and a second by Trustee Juan Campos, the Governing Board approved the adoption of Resolution 4-26/27: Conflict of Interest Code.

Board Member Vote:

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

Student Board Member Preferential Vote:

AYES: 2 (Jones, Vazquez Trejo)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

C. Request the Governing Board approve the Superintendent's Goals for the 2026-2027 School Year

Blaine Torpey, Superintendent, presented the proposed Superintendent's Goals for the 2026-2027 school year. Superintendent Torpey reviewed four primary areas of focus: strengthening culture, climate, and communication; enhancing CTE programming and systems to support all students; guiding and supporting the development of ROP staff; and strengthening fiscal and operational leadership.

Superintendent Torpey highlighted priorities including development of a five-year strategic plan, preparation for the 2028 WASC self-study, strengthening student, family, and staff belonging, expanding strategic partnerships, developing sustainable programs and systems, and identifying fundamental solutions to organizational challenges. CTE priorities include ensuring a guaranteed viable CTE curriculum for all students, reviewing

pathway profiles and student outcomes, identifying gaps in programming, and expanding student voice through the Student Board Member program. Additional goals include strengthening data collection, developing sustainable apprenticeship and educational option partnerships, recruiting and retaining high-quality staff, providing professional development, improving understanding of policies and procedures, and continuing local, regional, and statewide advocacy.

Superintendent Torpey also reviewed priorities related to facilities, including pursuing Career Technical Education Facilities Program grants, assessing site safety and operations, developing a technology plan, and maintaining sustainable funding and continuity of services.

The Board discussed adding language to the goals regarding identifying the feasibility of opportunities to increase Eden Area ROP enrollment capacity and ensuring staff are trained regarding federal policy changes and Eden Area ROP's policies and responsibilities related to student safety.

Upon review and a motion by Trustee Austin Bruckner Carrillo, with amendments to include language regarding identifying potential opportunities to increase Eden Area ROP enrollment capacity and ensuring policy training for staff addresses Eden Area ROP's response to federal policy changes, and a second by Trustee Zachary Borja, the Governing Board approved the Superintendent's Goals for the 2026-2027 school year.

Board Member Vote:

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

Student Board Member Preferential Vote:

AYES: 2 (Jones, Vazquez Trejo)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

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

Upon review of and a motion by Trustee Zachary Borja and a second by Trustee Juan Campos, the Governing Board approved the First Amendment to the Lease Agreement with the Hayward Unified School District (HUSD) extended through June 30, 2050.

Board Member Vote:

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

Student Board Member Preferential Vote:

AYES: 2 (Jones, Vazquez Trejo)
NOES: 0

ABSTENTIONS: 0

ABSENT: 0

E. Request the Governing Board approve the Agreement with HTA Consulting for Grant Writing Services for the 2026-2027 School Year

Upon review of and a motion by Trustee Zachary Borja and a second by Student Board Member Abbigail Jones the Governing Board approved the agreement with HTA Consulting for grant writing services for the 2026-2027 school year.

Board Member Vote:

AYES: 3 (Campos, Borja, Bruckner Carrillo)

NOES: 0

ABSTENTIONS: 0

ABSENT: 1 (Adams)

Student Board Member Preferential Vote:

AYES: 2 (Jones, Vazquez Trejo)

NOES: 0

ABSTENTIONS: 0

ABSENT: 0

XII. Superintendent's Report

Blaine Torpey, Superintendent, reported on work-based learning, strategic planning, staffing, enrollment, and progress toward the Superintendent's goals. He reported that 174 students participated in summer internships for a total of 834 hours. During the 2025-2026 school year, 10,241 students participated in work-based learning opportunities through 429 events, including guest speakers and field trips.

The five-year strategic planning process is underway. The leadership team met with Sage Consulting, which will work with staff during upcoming professional development days and facilitate a Board workshop at the September Board meeting. The strategic planning process will focus on "the Eden Area ROP in 2031."

The Eden Area ROP is fully staffed with the exception of one clerical position. The successful efforts of Human Resources, Educational Services, and Business Services in filling instructional positions prior to the start of the school year were noted.

In support of the Superintendent's goals, a developing strategic partnership with the East Bay Regional Park District will provide Year 2 First Responders students with BLS and CPR instructor certification, with the eventual goal of having students provide BLS and CPR training to middle school students.

Current enrollment is 856 students, exceeding the 775 available seats. Some attrition is anticipated at the beginning of the school year, but Eden Area ROP is expected to remain fully enrolled. Professional development activities will focus on community building, particularly among the leadership team.

An update was provided on CAROCP, a statewide CTE advocacy organization. CAROCP has begun its strategic planning process, hired an executive director, and will take over the Fall CTE conference in 2027. These developments are expected to strengthen CAROCP's role as a statewide voice for CTE.

The Board requested an update on the enrollment waitlist by home district and enrollment numbers by both home district and original school site. Superintendent Torpey agreed to provide the requested information.

XIII. Governing Board Reports

Zachary Borja, SLUSD Board Representative, reported that San Leandro USD is continuing efforts to fill administrative and teaching positions and is approximately 90 percent staffed. He also reported that the workforce housing project is nearing construction, with final permitting underway and groundbreaking anticipated within the next month.

Austin Bruckner Carrillo, HUSD Board Representative, shared that Hayward USD's year-round schools have begun the school year, with the remaining schools scheduled to begin the following week. He reported that the Superintendent's contract was renewed for a three-year term and that additional cabinet positions have been filled, including a new Chief Business Official who will assist with ongoing negotiations.

He also reported that two trustee areas, the Tennyson and Southgate areas, will be up for election as the district transitions to its first district-based elections.

Juan Campos, SLZUSD Board Representative, shared that San Lorenzo USD is preparing for the start of the new school year and that the district has an open seat for the upcoming election. He also reported that the district will hold its annual staff barbecue at Kennedy Park and invited Board members to attend and support staff.

He also shared that he planned to visit as many school sites as possible during the first week of school to support staff and students. He encouraged staff to approach the school year as a marathon rather than a sprint, emphasizing the importance of maintaining perspective and focusing on students throughout the year.

XIV. Recess to Closed Session

The meeting was called into closed session at 6:59 pm.

- 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 any Action taken in Closed Session

The meeting resumed to open session at 7:14 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.

XVI. Adjournment

The meeting was adjourned at 7:15 p.m. in honor of staff starting the 2026-2027 school year.

Approved by the Eden Area ROP Governing Board _____.

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



DATE: September 3, 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 July 23, 2026 through August 20, 2026 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: September 3, 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: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Michelle Stephens, Assistant Principal
SUBJECT: Request the Governing Board approve the DECA Overnight Field Trips for the 2026-2027 School Year

BACKGROUND

California Association of DECA, Inc. is a non-profit educational association affiliated with National DECA in Reston, Virginia. California DECA is a student organization whose program of leadership and personal development is designed specifically for students interested in marketing, finance, hospitality, management and entrepreneurship. California DECA has 56 DECA chapters with over 3,500 members. DECA's core values and attributes are competence, innovation, integrity and teamwork. These values are central to DECA's mission and purpose in classrooms around the world.

CURRENT SITUATION

Each year the Eden Area ROP Marketing students participate in DECA activities and field trips. Below, for Board approval, is a list of overnight field trips for the 2026-2027 school year.

Date	Activity	Location
January 15-17, 2027	Northern California District (NorCal CDC)	San Ramon, CA
February 25 – 28, 2027	State Career Development Conference (SCDC)	Anaheim, CA
April 17-20, 2027	International Career Development Conference (ICDC)	Anaheim, CA

CONSENT CALENDAR



DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Michelle Stephens Assistant Principal
SUBJECT: Request the Governing Board approve the SkillsUSA Overnight Field Trips for the 2026-2027 School Year

BACKGROUND

SkillsUSA was created to raise the quality of education for students in trade, industrial, and technical programs. Our students become part of a national organization, comprised of 331,000 members, that serves trade, industrial, and technical students in public schools, occupational centers and community colleges.

Students are part of successful partnerships that link students, educators, businesses, labor, and government nationwide. As a member of one of nearly 14,000 local chapters nationwide, students learn to work as part of a team and develop management skills.

CURRENT SITUATION

SkillsUSA holds competitive events in which students of Eden Area ROP compete. Students who are eligible will compete in overnight events as follows:

Date	Activity	Location
April 8-11, 2027	SkillsUSA State Competition	Ontario, CA
June 21-25, 2027	SkillsUSA National Competition	Atlanta, GA

CONSENT CALENDAR



DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Agreement with Lozano Smith, LLP for Legal Services for the 2026-2027 School Year

BACKGROUND

Occasionally, the Eden Area ROP seeks outside council for matters related to the operations of our organization.

CURRENT SITUATION

The attached is a copy of the attorney representation agreement between Lozano Smith, LLP and the Eden Area ROP effective July 1, 2026, for approval.

CONSENT CALENDAR

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT (“Agreement”) is effective July 1, 2026 (“Effective Date”), between the EDEN AREA REGIONAL OCCUPATIONAL PROGRAM (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists unless Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services necessary to represent Client for a specific matter.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date; (b) Client fails to comply with other terms and conditions of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests; (c) Client has failed to disclose material facts to Attorney; or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1, an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file documents maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client

from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain commercial liability and professional errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. **Dispute Regarding Fees.** Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. **Binding Arbitration.** Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either

following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney or a retired judge, unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client may be ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms and conditions of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its Professional Rate Schedule attached supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by the Parties.

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms and conditions of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

17. EXECUTION IN COUNTERPARTS; SIGNATURES. This Agreement may be executed in counterparts with signatures appearing on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or electronic image shall be deemed original signatures and binding on the Parties.

WHEREFORE, the Parties hereto, by their signatures below, enter into this Agreement pursuant to the above terms and conditions as of the Effective Date.

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Eden Area Regional Occupational Program	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 08/24/2026

PROFESSIONAL RATE SCHEDULE FOR EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner**/ Senior Counsel/ Of Counsel	\$ 350 - \$ 410 per hour
Associate	\$ 275 - \$ 340 per hour
Paralegal/ Law Clerk	\$ 225 - \$ 300 per hour
Consultant	\$ 125 - \$ 395 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request. ** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$395 - \$475 per hour.

SALE OR LEASE OF REAL PROPERTY WORK

Partner/ Senior Counsel/ Of Counsel	\$ 495 per hour
Associate	\$ 425 per hour
Paralegal/ Law Clerk	\$ 295 per hour

BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

COSTS AND EXPENSES

Facsimile	No Charge
Copying and Printing	\$0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board approve the MOU with the Hayward Unified School District for Student Transportation for 2026-2027 School Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services for students with participating districts and outside vendors.

CURRENT SITUATION

For the 2026-2027 school year, the Eden Area ROP is continuing the MOU between the Hayward Unified School District and the Eden Area ROP to provide daily transportation services to and from Hayward USD high schools and the Eden Area ROP Center.

CONSENT CALENDAR

MEMORANDUM OF UNDERSTANDING BETWEEN
HAYWARD UNIFIED SCHOOL DISTRICT
AND
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM (ROP)
2026-2027 Transportation Agreement

The Hayward Unified School District ("HUSD") and Eden Area Regional Occupational Program ("ROP"), jointly known as the Parties ("Parties"), enter this Memorandum of Understanding ("MOU") to provide transportation as agreed-upon and on agreed-upon calendar days.

HUSD shall secure and maintain valid permits, licenses, and certifications that are required by law for the execution of these agreements.

HUSD shall maintain insurance and workers' compensation coverage as required by laws and regulations. HUSD shall maintain insurance that names Eden Area ROP and its Governing Board and Employees indemnified for any claims or damages to property sustained by any person, firm, or corporation caused by neglect, default, or omission of HUSD and its employees in connection with performance under this agreement.

HUSD agrees to assign each School Bus to qualified drivers who are employed, trained, and licensed in accordance with the California rules and regulations governing the operation of school buses.

HUSD shall provide accident reports as required by law within the prescribed timeline. In the event an accident occurs that results in serious injuries or death, HUSD will immediately notify the Eden Area ROP.

Vehicle equipment and services covered by this agreement must comply with applicable laws and regulations.

HUSD shall observe all requirements of California Laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of students transported for the Eden Area ROP.

Control and discipline on the school bus are the responsibility of the school bus driver. If problems arise, the school bus driver shall speak to the student. Any continuation of inappropriate behavior or serious misconduct shall be reported in writing to the Principal. Disciplinary action could be taken which could result in the loss of school bus riding privileges; this transportation to and from school could become the responsibility of the parents. Rules of Conduct shall be made available in the Hayward Unified School District Student Handbook handed out to all students. Individual complaints or concerns about discipline should be directed to the Principal. If these are not resolved to the satisfaction of all concerned, complaints will be referred to the Superintendent and through him/her to the Board.

HUSD agrees to provide bus transportation from August 2026 through June 2027. The total cost will be \$145,275.00 with a maximum of 17,874 miles for 180 days of service (School Days). This includes assigned school buses for service of HUSD locations. This includes pickups and drop-offs between Eden Area ROP and HUSD High Schools (Tennyson HS, Hayward HS, Brenkwitz Continuation School, and Mt. Eden HS).

Memorandum of Understanding
2026-2027 Transportation Agreement

The daily average mileage is as follows:

District	Est. Miles/Day	Est. Miles/Year
Hayward	96	17,280
FIRE SCI (Monday)	18	3725
Total	114	21,005

A total of 96 daily and an additional 18 for Monday FSCI. Miles per day is estimated for the assigned school buses for Hayward Unified School District. This includes pickups and drop-offs at Tennyson HS, Hayward HS, Brenkwitz Continuation School, and Mt. Eden HS. Mileage in excess of 17,280 will be charged at \$7.50 per mile, which, if applicable, will be invoiced to Eden ROP within sixty days of the end of this agreement.

HUSD agrees that the above payment calculation is for the exclusive use of buses for Eden Area ROP programs. HUSD agrees that when Hayward buses are utilized for programs other than the Eden Area ROP, the above rates, including but not limited to mileage, will be adjusted on subsequent invoices. Eden ROP agrees to pay the actual cost of any repairs to seats or items vandalized by students riding the bus. HUSD will furnish Eden Area ROP a daily report or log for any damages or items that are vandalized by ROP students subject to inspection by Eden Area ROP Security and Administration.

Eden Area ROP agrees to pay the base contract amount of \$145,275.00 in four quarterly installments of \$36,318.75 on or before September 30, 2026, December 31, 2026, March 31, 2027, and June 30, 2027.

Signed

Chien Wu-Fernandez, Superintendent

HUSD

Date

Signed

Blaine C. Torpey , Superintendent

Eden AREA ROP

Date

HUSD Board of Education Approval Date:



DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board approve the MOU with the San Lorenzo Unified School District for Student Transportation for 2026-2027 School Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services for students with participating districts and outside vendors.

CURRENT SITUATION

For the 2026-2027 school year, the Eden Area ROP is continuing the MOU between the San Lorenzo Unified School District and the Eden Area ROP to provide daily transportation services to and from San Lorenzo USD and San Leandro USD high schools and the Eden Area ROP Center.

CONSENT CALENDAR



San Lorenzo Unified School District

BOARD OF EDUCATION
Juan Campos, President
Kyla Sinegal, Vice President/Clerk
Alicia Gonzalez
Dorothy Lee
Samuel Medina

SUPERINTENDENT
Daryl Camp, Ed.D.

ASSISTANT SUPERINTENDENT
Roberto Perez, Ed.D., Business Services
L. Renee Lama, Ed.D., Educational Services
Jessica Saavedra, Human Resources

MEMORANDUM OF UNDERSTANDING BETWEEN SAN LORENZO UNIFIED SCHOOL DISTRICT (SLZUSD) AND EDEN AREA REGIONAL OCCUPATIONAL PROGRAM (ROP) AUGUST 2026 – JUNE 2027 TRANSPORTATION AGREEMENT

The San Lorenzo Unified School District ("SLZUSD") and Eden Area Regional Occupational Program ("ROP"), jointly known as the Parties ("Parties"), enter this Memorandum of Understanding ("MOU") to provide transportation as agreed-upon and on agreed-upon calendar days.

SLZUSD shall secure and maintain valid permits, licenses, and certifications that are required by law for the execution of these agreements.

SLZUSD shall maintain insurance and workers' compensation coverage as required by laws and regulations. SLZUSD shall maintain insurance that names Eden Area ROP and its Governing Board and Employees indemnified for any claims or damages to property sustained by any person, firm or corporation caused by neglect, default or omission of SLZUSD and its employees in connection with performance under this agreement.

SLZUSD agrees to assign each School Bus with qualified drivers who are employed, trained, and licensed in accordance with the California rules and regulations governing the operation of school transportation vehicles. SLZUSD shall provide accident reports as required by law within the prescribed timeline. In the event an accident occurs which results in serious injuries or death, SLZUSD will immediately notify the Eden Area ROP.

Vehicle equipment and services covered by this agreement must comply with applicable laws and regulations.

SLZUSD shall observe all requirements of California Laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of students transported for the Eden Area ROP.

Control and discipline on the school bus is the responsibility of the school bus driver. If problems arise, the school bus driver shall speak to the student. Any continuation of inappropriate behavior or serious misconduct shall be reported in writing to the principal. Disciplinary action could be taken which could result in the loss of school bus riding privileges; this transportation to and from school could become the responsibility of the parents. Rules of Conduct shall be made available in the San Lorenzo Unified School District Student Handbook handed out to all students. Individual complaints or concerns about discipline should be directed to the principal. If these are not resolved to the satisfaction of all concerned, complaints will be referred to the Superintendent and through him/her to the Board.

SLZUSD agrees to provide bus transportation from August 13, 2026 through June 2027. The total cost will be \$80,000.00 with a maximum of 10,260 miles for 180 days of service (School Days). This includes one (1) assigned school buses for service of San Leandro locations. This includes pickups and drop offs

between Eden Area ROP and San Leandro High Schools. If student passenger ridership increases beyond the capacity of one school buses, then a daily rate of \$445.00 per school bus will be applied.

The daily average mileage is as follows:

District	Est. Miles/Day	Est. Miles/Year
San Lorenzo	60 miles per day	10,800 (August to June 30, 2027)
Total	60 miles per day	10,800 180 days

A total of 60 miles per day is estimated for the one assigned school buses for San Leandro Unified School District/ Eden Area ROP. This includes pickups and drop offs between San Leandro locations and Eden Area ROP. Mileage more than (total amount above) will be charged at \$7.50 per mile, which, if applicable, will be invoiced to Eden ROP within sixty days of the end of this agreement.

SLZUSD agrees that the above payment calculation is for the exclusive use of buses for Eden Area ROP programs. SLZUSD agrees that when San Lorenzo buses are utilized for programs other than the Eden Area ROP, the above rates, including but not limited to mileage, will be adjusted on subsequent invoices. Eden ROP agrees to pay the actual cost of any repairs to seats or items vandalized by students riding the bus. SLZUSD will furnish Eden Area ROP a daily report or log for any damages or items that are vandalized by ROP students subject to inspection by Eden Area ROP Security and Administration.

Eden Area ROP agrees to pay the base contract amount of \$80,000.00 in two installments of \$40,000.00 on or before December 31, 2026, and June 30, 2027.

Signed

Roberto Perez Jr, Ed.D.
Assistant Superintendent, Business Services
San Lorenzo Unified School District

Date

Signed

Blaine C. Torpey Superintendent
Eden Area ROP

Date

SLZUSD Board of Education Approval Date: _____



San Lorenzo Unified School District

BOARD OF EDUCATION
Juan Campos, President
Kyla Sinegal, Vice President/Clerk
Alicia Gonzalez
Dorothy Lee
Samuel Medina

SUPERINTENDENT
Daryl Camp, Ed.D.

ASSISTANT SUPERINTENDENT
Roberto Perez, Ed.D., Business Services
L. Renee Lama, Ed.D., Educational Services
Jessica Saavedra, Human Resources

MEMORANDUM OF UNDERSTANDING BETWEEN SAN LORENZO UNIFIED SCHOOL DISTRICT (SLZUSD) AND EDEN AREA REGIONAL OCCUPATIONAL PROGRAM (ROP) AUGUST 2026 – JUNE 2027 TRANSPORTATION AGREEMENT

The San Lorenzo Unified School District ("SLZUSD") and Eden Area Regional Occupational Program ("ROP"), jointly known as the Parties ("Parties"), enter this Memorandum of Understanding ("MOU") to provide transportation as agreed-upon and on agreed-upon calendar days.

SLZUSD shall secure and maintain valid permits, licenses, and certifications that are required by law for the execution of these agreements.

SLZUSD shall maintain insurance and workers' compensation coverage as required by laws and regulations. SLZUSD shall maintain insurance that names Eden Area ROP and its Governing Board and Employees indemnified for any claims or damages to property sustained by any person, firm or corporation caused by neglect, default or omission of SLZUSD and its employees in connection with performance under this agreement.

SLZUSD agrees to assign each School Bus with qualified drivers who are employed, trained, and licensed in accordance with the California rules and regulations governing the operation of school transportation vehicles. SLZUSD shall provide accident reports as required by law within the prescribed timeline. In the event an accident occurs which results in serious injuries or death, SLZUSD will immediately notify the Eden Area ROP.

Vehicle equipment and services covered by this agreement must comply with applicable laws and regulations.

SLZUSD shall observe all requirements of California Laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of students transported for the Eden Area ROP.

Control and discipline on the school bus is the responsibility of the school bus driver. If problems arise, the school bus driver shall speak to the student. Any continuation of inappropriate behavior or serious misconduct shall be reported in writing to the Principal. Disciplinary action could be taken which could result in the loss of school bus riding privileges; this transportation to and from school could become the responsibility of the parents. Rules of Conduct shall be made available in the San Lorenzo Unified School District Student Handbook handed out to all students. Individual complaints or concerns about discipline should be directed to the Principal. If these are not resolved to the satisfaction of all concerned, complaints will be referred to the Superintendent and through him/her to the Board.

SLZUSD agrees to provide bus transportation from August 13, 2026 through June 2027. The total cost will be \$160,000.00 with a maximum of 16,200 miles for 180 days of service (School Days). This includes two (2) assigned school buses for service of SLZUSD locations. This includes pickups and drop offs

between Eden Area ROP and SLZUSD High Schools (Arroyo High, San Lorenzo High and Royal Sunset Continuation School). If student passenger ridership increases beyond the capacity of two school buses, then a daily rate of \$450.00 per school bus will be applied.

The daily average mileage is as follows:

District	Est. Miles/Day	Est. Miles/Year
San Lorenzo	90 miles per day	16,200 (August to June 30, 2027)
Total	90 miles per day	16,200 180 days

A total of 90 miles per day is estimated for the two assigned school buses for San Lorenzo Unified School District. This includes pickups and drop offs at Arroyo High, San Lorenzo High and Royal Sunset Continuation School. Mileage more than (total amount above) will be charged at \$7.50 per mile, which, if applicable, will be invoiced to Eden ROP within sixty days of the end of this agreement.

SLZUSD agrees that the above payment calculation is for the exclusive use of buses for Eden Area ROP programs. SLZUSD agrees that when San Lorenzo buses are utilized for programs other than the Eden Area ROP, the above rates, including but not limited to mileage, will be adjusted on subsequent invoices. Eden ROP agrees to pay the actual cost of any repairs to seats or items vandalized by students riding the bus. SLZUSD will furnish Eden Area ROP a daily report or log for any damages or items that are vandalized by ROP students subject to inspection by Eden Area ROP Security and Administration.

Eden Area ROP agrees to pay the base contract amount of \$160,000.00 in two installments of \$80,000.00 on or before December 31, 2026, and June 30, 2027.

Signed

Roberto Perez Jr, Ed.D.
Assistant Superintendent, Business Services
San Lorenzo Unified School District

Date

Signed

Blaine C. Torpey Superintendent
Eden Area ROP

Date

SLZUSD Board of Education Approval Date: _____



DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Michelle Stephens, Assistant Principal
SUBJECT: Request the Governing Board approve the MOU with Construction Trades Workforce Initiative (CTWI) to Develop an Eden Area ROP Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Program for the 2026-2027 and 2027-2028 School Years

BACKGROUND

Construction Trades Workforce Initiative (CTWI) is the nonprofit partner of the Building and Construction Trades Councils of Alameda, Contra Costa, Napa, and Solano counties and the Baltimore-DC metro area. Their mission is to create greater opportunities for communities that are currently underrepresented in the trades, including women, people of color, underrepresented youth, and the formerly incarcerated. CTWI collaborates with key local and regional stakeholders such as schools, juvenile justice facilities, jails, community centers, and community colleges to establish pipelines to family-sustaining union apprenticeship programs.

CTWI serves as the construction industry partner for Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Programs, leveraging strong relationships with an extensive network of employers, school districts, community-based organizations, and unions. CTWI's core service is creating employment pathways for MC3 graduates. Graduates of CTWI-affiliated MC3 programs benefit from Expedited Entry or MC3 recognition provisions in multiple local, regional, and state construction industry union apprenticeship programs.

CURRENT SITUATION

The Eden Area ROP entered a two-year MOU with CTWI for 2025 2026 and 2026 2027. In the Spring of 2026, we were notified that CTWI was going through a process to overhaul the MC3 Certification process. CTWI and regional Building Trades partners have observed a growing disconnect between the increasing number of MC3 graduates and the number of participants successfully entering union apprenticeship pathways. This was not and is not a reflection of the EAROP MC3 Program. However, it did impact the process for our program to formally link with a construction trades union.

EAROP and CTWI agreed to update the agreement such that the Year 2 program and costs would be extended over a separate two-year period. This will allow us to continue to be an MC3 Program while CTWI continues to engage and recruit a union to formally link with the EAROP. The formal linkage is required for EAROP Construction Technology to become a registered pre-apprenticeship.

CONSENT CALENDAR

Program Services Agreement
between
Construction Trades Workforce Initiative
and
Eden Area Regional Occupation Program

I. Purpose and Context

This program service agreement is entered into between the Construction Trades Workforce Initiative (“CTWI”) and the Eden Area Regional Occupation Program (“EAROP”). This agreement shall be effective from August 1, 2026, through June 30, 2028, and serves to memorialize the Partners’ commitment to this collaborative workforce development initiative.

This program service agreement serves as an extension of the contract titled “Eden Area Regional Occupational Program (EAROP) and Construction Trades Workforce Initiative (CTWI) Proposal Options to Establish a Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Program Scope of Work June 1, 2025- June 6, 2027” which can be viewed in **Addendum C**. This program service agreement supersedes the previous contract.

II. East Bay Regional Trades Program and MC3 Background

Established in 2019 and administered by CTWI, the East Bay Regional Trades Program (EBRTP) is a regional network consisting of Multi-Craft Core Curriculum (MC3) apprenticeship readiness program operators, Building Trades Councils, and community partners who serve target populations, such as women and formerly incarcerated. MC3 program operators include high schools, county offices of education, community colleges, community-based organizations, and county probation departments. The MC3 is a nationally recognized curriculum established by North America’s Building Trades Unions in 2007 to enhance recruitment, placement, and retention in registered apprenticeship programs. EBRTP’s shared mission is to expose, train, place and retain non-traditional populations into careers in the union construction trades through technical and soft skills training, coordination with industry partners, labor standards and targeted hire policy, and supportive services.

III. Term and Termination

This agreement is in effect from August 1, 2026 to June 30, 2028. Either party may terminate this agreement at any time, without cause, with 30 days written notice to the other party. This Agreement may be amended by mutual written consent of the parties. All amendments to this agreement must be in writing and signed by both parties.

IV. Partnership Roles and Scope of Work

EAROP

During the term of this agreement, CTWI will continue to partner with EAROP to support the successful implementation and continuous improvement of its MC3 program. CTWI will provide ongoing technical assistance, professional development, curriculum support, and program coaching to ensure continued alignment with MC3 standards and industry best practices. This partnership will strengthen program quality, enhance instructor capacity, support student success, and maintain the program's connection to the union construction trades and registered apprenticeship pathways.

CTWI will conduct the below scope of work:

Contract Year 1: August 1, 2026 - June 30, 2027	
August 1 2026 - September 30, 2026	
1.	Facilitate one MC3 Workshop for students that fulfill curriculum requirements. EAROP can select from the following topics: a) Labor History/Unions Overview or b) Soft Skills Training/Interview Prep.
2.	Plan, coordinate, and lead a monthly partner meeting with key school staff and instructors to review program deliverables
October 1, 2026 - December 31, 2026	
1.	Coordinate and facilitate one industry guest speaker presentation from the building trades and/or signatory contractors during the program cycle.
2.	Plan, coordinate, and lead a monthly partner meeting with key school staff and instructors to review program deliverables
January 1, 2027 - March 31, 2027	
1.	Introduce and plan annual program self-assessment to assess curriculum fidelity, instructor qualifications, and participant outcomes.
2.	Facilitate one MC3 Workshops for students that fulfill curriculum requirements. EAROP can select from the following topics: a) Labor History/Unions Overview or b) Soft Skills Training/Interview Prep.
3.	Plan, coordinate, and lead a monthly partner meeting with key school staff and instructors to review program deliverables
4.	Conduct a whole-class employment planning workshop to support the development of student employment pathways.
5.	Enroll MC3-eligible students in the TradesFutures database.
April 1 2027 - June 30, 2027	
1.	Facilitate self-assessment for EAROP MC3 program staff

2. Coordinate and administer the MC3 certification examination for participants to be held at partner sites.
3. Organize a professional development day for MC3 instructors and program staff across the network.
4. Plan, coordinate, and lead monthly partner meetings with key school staff and instructors to review program deliverables.
5. Collect and disseminate employment opportunities to MC3 certificate holders for up to three years.
6. Coordinate and facilitate one industry guest speaker presentations from the building trades and/or signatory contractors during the program cycle.
7. Manage data reporting to TradesFutures, and process and distribute official MC3 completion certificates.
8. Review EAROP's self assessment and conduct final meeting for school year
Contract Year 2: August 1, 2027 - June 30, 2028
August 1, 2027- September 30, 2027
1. Facilitate one MC3 Workshop for students that fulfill curriculum requirements. EAROP can select from the following topics: a) Labor History/Unions Overview or b) Soft Skills Training/Interview Prep.
1. Plan, coordinate, and lead one monthly partner meetings with key school staff and instructors to review program deliverables
October 1, 2027 - December 31, 2027
1. Coordinate and facilitate one industry guest speaker presentation from the building trades and/or signatory contractors during the program cycle.
1. Plan, coordinate, and lead a monthly partner meeting with key school staff and instructors to review program deliverables
January 1, 2028- March 31, 2028
1. Introduce and plan annual program self-assessment to assess curriculum fidelity, instructor qualifications, and participant outcomes.
1. Facilitate one MC3 Workshops for students that fulfill curriculum requirements. EAROP can select from the following topics: a) Labor History/Unions Overview or b) Soft Skills Training/Interview Prep.
3. Plan, coordinate, and lead a monthly partner meeting with key school staff and instructors to review program deliverables
4. Conduct one whole-class employment planning workshop to support the development of student employment pathways.
6. Enroll MC3-eligible students in the TradesFutures database.
April 1, 2028 - June 30, 2028

1. Facilitate self-assessment for EAROP MC3 program staff
2. Coordinate and administer the MC3 certification examination for participants to be held at partner sites.
3. Organize a professional development day for MC3 instructors and program staff across the network.
4. Plan, coordinate, and lead a monthly partner meeting with key school staff and instructors to review program deliverables.
5. Collect and disseminate employment opportunities to MC3 certificate holders for up to three years.
6. Coordinate and facilitate one industry guest speaker presentations from the building trades and/or signatory contractors during the program cycle.
7. Coordinate and administer the MC3 certification examination for participants to be held at partner sites.
8. Manage data reporting to TradesFutures, and process and distribute official MC3 completion certificates.
9. Review EAROP's self assessment and conduct final meeting for school year
Scope Complete
Total: \$36,667.2

As part of CTWI's ongoing partnership with Eden Area ROP(EAROP), CTWI will provide support during the contract term (August 1, 2026 – June 30, 2028) to advance DAS apprenticeship readiness registration efforts.

August 1 2026 - June, 2028
1. Provide oversight and technical assistance to ensure EAROP's MC3 program remains aligned with CTWI's MC3 Policy Framework and applicable standards.
2. Identify and engage 3 appropriate trade unions to establish linkage agreements with EAROP.
3. Collaborate with selected trade unions and EAROP to initiate discussions, explore opportunities, and support efforts toward the development of potential linkage agreements that strengthen pathways for students into registered apprenticeship programs
4. If participating trade unions elect to move forward with a linkage agreement, CTWI will support the preparation and submission of the required Apprenticeship Readiness Registration Package to the Division of Apprenticeship Standards (DAS) for review and approval
Total: \$0 (included as a No-Cost Extension)

Eden Area ROP Scope of Work:

During the term of this Agreement, EAROP will be responsible for supporting the successful implementation, operation, and continuous improvement of its MC3 programs at EAROP. EAROP will work collaboratively with

CTWI to support EAROP's participation in the MC3 certification process and ensure both programs maintain alignment with MC3 requirements and industry-recognized construction career pathway standards.

August 1 2026 - June, 2028
1. MC3 Curriculum Implementation & Compliance Implement the MC3 curriculum in accordance with CTWI's MC3 Policy Framework & Training Standards, ensuring instructional content, program structure, and delivery methods align with established MC3 requirements. Maintain compliance with all applicable MC3 standards and additional program requirements outlined in Addendum A .
2. Instructor Capacity & Professional Development Identify and provide qualified instructor(s) to deliver the MC3 curriculum. Ensure instructors participate in required onboarding, professional development opportunities, and ongoing coordination activities with CTWI to support effective curriculum delivery and continuous improvement.
3. Program Resources & Materials Provide and maintain the necessary program supplies, materials, classroom resources, and instructional equipment required to successfully deliver the MC3 program and support participant learning outcomes.
4. Program Coordination & Technical Assistance Coordinate regularly with CTWI on program implementation, curriculum alignment, student support services, instructor support, industry engagement opportunities, and other activities necessary to support successful program operations.
5. Program Evaluation & Continuous Improvement Participate in ongoing program monitoring and continuous improvement efforts, including conducting an annual self-evaluation to assess curriculum fidelity, instructor qualifications, program implementation, participant outcomes, and opportunities for program enhancement.

6. Partner Coordination & Program Management

Attend monthly partner coordination meetings with CTWI, school leadership, instructors, and key stakeholders to review program progress, address implementation needs, coordinate deliverables, and maintain alignment with MC3 standards and program goals.

7. Data Tracking and Reporting

Partner will collect, maintain, and submit accurate participant enrollment and program data to CTWI in accordance with CTWI reporting requirements and provided data collection templates. Partner will ensure data quality, completeness, and timeliness, support data validation and quality assurance processes, and obtain all required participant and/or parental consents prior to sharing any personally identifiable information (PII) with CTWI. *See section VI. Data Sharing for more information*

V. Contract Agreement and Payment Terms

The total amount payable by Partner to CTWI under this Agreement is **\$36,667**.

Invoicing and Payment Schedule. CTWI shall invoice Partner for the total contract amount in 8 equal quarterly installments of \$4,583.4 each, due as follows:

Invoice Period	Invoice Date	Invoice Amount
Aug-Sep 2026	October 10, 2026	\$4,583.4
Oct-Dec 2026	January 10, 2027	\$4,583.4
Jan-Mar 2027	April 10, 2027	\$4,583.4
Apr-Jun 2027	June 10, 2027	\$4,583.4
Aug-Sep 2027	October 10, 2027	\$4,583.4
Oct-Dec 2027	January 10, 2028	\$4,583.4
Jan-Mar 2028	April 10, 2028	\$4,583.4
Apr-Jun 2028	June 10, 2028	\$4,583.4
Total		\$36,667.2

Prior to CTWI issuing the first invoice, Partner shall provide CTWI with a purchase order, award letter, or other written notification acceptable to CTWI confirming Partner's authorization to proceed with payment under this Agreement. CTWI is not obligated to issue invoices until this documentation has been received.

Timely payment is a material requirement of this Agreement and is essential to the successful implementation of the MC3 program Scope of Work. Partner agrees to review and process invoices in a timely manner and to communicate any disputes or required corrections within a reasonable timeframe so as not to delay payment processing.

Failure to make payments in accordance with the agreed invoice schedule may result in a temporary pause in services, suspension of program activities, or other remedies available under this Agreement until outstanding balances are resolved.

CTWI reserves the right to adjust invoicing or payment procedures upon mutual written agreement if changes are required to ensure program continuity, compliance with funder requirements, or administrative efficiency.

VI. MC3 Program Policies

A. MC3 Program Policy Framework

Partner will implement and operate the MC3 program in accordance with the MC3 Policy and Training Standards, as set forth in Attachment A.

CTWI retains authority to revise, update, or modify the CTWI MC3 Policy Framework and Training Standards as necessary to maintain program quality, alignment with industry standards, compliance with applicable funding requirements, and continuous improvement across the EB RTP network. Partner will be notified of any substantive revisions and will incorporate such updates into program implementation to ensure ongoing compliance.

Failure to comply with the policy MC3 Policy Framework and Training Standards may result in probationary status, suspension, revocation of MC3 designation, and/or termination of this Agreement. CTWI may amend the MC3 Policy Framework and Training Standards upon written notice of planned changes 60 days in advance of the amendments being made. All amendments to the MC3 Policy Framework and Training Standards will take effect upon the next contract year.

B. MC3 Training Standards

In addition to complying with the MC3 Program Framework and Training Standards, Partner shall provide MC3 training that encompasses hands-on and soft skills, utilizing TradesFutures and/or CTWI's MC3 materials and any existing materials used by the operator. The training shall prioritize and promote placement in union construction apprenticeship programs. Partner shall employ instructors who have completed TradesFutures' Train-the-Trainer Certification.

The modules included in the MC3, defined by TradesFutures as of the date of this agreement, are as follows. Note that there is a minimum of 120 instructional hours and Partner may select a minimum of 8 hours of elective units to fulfill the 120-hour minimum requirement.

Unit	Description	Hours	Requirement Status
Unit 1	Orientation and Industry Awareness (Construction Industry Overview; The Building Trades & Apprenticeship)	16	Required
Unit 2	Tools and Materials (Must include hand-on component)	8	Required
Unit 3	Construction Health and Safety (CPR/First Aid; OSHA 10; Health & Safety Issues for Women)	20	Required
Unit 4	Blueprint Reading (Basic Principles; Plans and Drawings; Scales and Dimensions)	4, 8, or 16	Elective
Unit 5	Math	40	Required
Unit 6	Heritage of the American Worker	8	Required

Unit	Description	Hours	Requirement Status
Unit 7	Maintaining a Respectful Workplace (Cultural Awareness; Preventing Sexual Harassment)	12	Required
Unit 8	Green Construction (Getting Started; Fundamentals; Offshore Wind Construction Supplement)	8	Required
Unit 9	Financial Literacy	4 or 8	Elective
Unit 10	Where Construction Meets AI (Foundations; Generative AI + Prompting; Responsible Use)	3	Elective

VII. Data Sharing

C. Data Tracking and Reporting

Partner will collect, maintain, and track participant enrollment data, including contact information, demographics, and trade preferences, in a manner that ensures accuracy, completeness, and timeliness of reporting to CTWI. CTWI will provide data submission forms and/or templates for the Partner.

Partner will ensure that all data submitted to CTWI is accurate, current, and aligned with CTWI reporting standards and systems. Partner further agrees to cooperate with CTWI on any data validation, correction, or quality assurance processes necessary to maintain data integrity and compliance.

Partner shall be responsible for obtaining all necessary participant and/or parental consents as required by law prior to sharing any personally identifiable information (PII) with CTWI.

D. CTWI Data Systems and Use

CTWI maintains an Anchor database, an internal database of program participants who are interested in employment and career opportunities in the construction trades and are currently or have been enrolled in an affiliated MC3 program. The data is used by CTWI to assess and publish program effectiveness and connect participants with employment and training opportunities.

The information collected is used for the purpose of student outcomes and will not be disclosed to third parties without consent, except as required for TradesFutures' enrollment or by law. Unless specifically designated otherwise, information shared will be anonymized to avoid sharing personal identifying information. Anonymized data may be shared with third parties, such as the Building Trades Council or California Workforce Development Board. A list of third parties can be made available upon request.

VIII. Media Release and Use

- A. CTWI Materials:** All curriculum, training materials, forms, assessments, presentations, trademarks, logos, and related intellectual property remain the exclusive property of CTWI and/or TradesFutures. Partner receives limited, non-transferable permission to use such materials solely for implementation of this Agreement in accordance with **Addendum B**.
- B. Participant Media Permissions:** Partner is responsible for obtaining all required media releases and maintaining the relevant documentation before any participants are photographed or recorded. Partner is responsible for securing these releases, maintaining the records, and notifying CTWI if any participant(s) does not grant media consent. CTWI is approved to edit and use any photographs or recordings at its sole discretion for promotional purposes, such as brochures, posters, newsletters, advertisements, and web pages.

IX. Legal Compliance

- A. Adherence to Laws:** Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, the Occupational Safety and Health Act (OSHA), applicable nondiscrimination laws, labor laws, and all applicable grant requirements.
- B. Maintenance of Insurance:** Partner shall maintain Commercial General Liability, Workers' Compensation, and any insurance required by law throughout the term of this Agreement and shall provide proof of insurance upon request.
- C. Data Privacy and Security:** Both parties shall comply with the Family Educational Rights and Privacy Act (FERPA) and all other applicable state and federal privacy laws. Partner shall maintain secure physical and electronic storage for all confidential information, establish clear protocols for breach notification, and ensure that all confidential information is either destroyed or returned to CTWI upon request or at the termination of this Agreement.

X. Miscellaneous

- A. Status of the Parties:** This agreement is not an employment agreement. Participants in the Program are not employed by CTWI, and are not entitled to benefits of any kind or nature normally provided employees of each of the respective parties and/or to which each of the respective party's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.
- B. No Joint Liability:** Each party, in the performance of this Agreement, shall be and act as an independent contractor and separate entity from the other. Each party understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of the other party,
- C. No Assignment & No Rights in Third Parties:** The obligations and rights under this agreement

shall not be assigned without the express prior written consent of all of the parties. This agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

- D. Waiver:** No delay or omission by either party in exercising any right under this agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the agreement.
- E. Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- F. Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and this agreement shall be read and enforced as though it were included herein.
- G. Captions and Interpretations:** Section and paragraph headings in this agreement are used solely for convenience, and shall be wholly disregarded in the construction of this agreement. No provision of this agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this agreement shall be construed as if jointly prepared by the parties.
- H. Calculation of Time:** For the purposes of this agreement, “days” refers to calendar days unless otherwise specified.
- I. Litigation:** This agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California’s principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- J. Incorporation of Recitals and Exhibits:** The recitals and each exhibit (if any) attached hereto are hereby incorporated herein by reference. The parties agree that to the extent any recital or document incorporated herein conflicts with any term or provision of this agreement, the terms and provisions of this agreement shall govern over any other recital or document.
- K. Integration/Entire Agreement of Parties:** This agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- L. Counterparts:** This agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- M. Signature Authority:** Each party has the full power and authority to enter into and perform this agreement, and the person signing this agreement on behalf of each party has been given the proper authority and empowered to enter into this agreement.
- N. Agreement Contingent on Governing Board Approval:** Partner shall not be bound by the terms of this agreement until it has been formally approved by Partner’s Governing Board. This agreement shall be deemed to be approved when it has been signed by the Board of Education and/or the Superintendent, as its designee.
- O. Force Majeure:** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by “Force Majeure.” As used in this section, “Force Majeure” is defined as follows: Acts of war and acts beyond human control such as earthquakes, floods and other natural disasters such that performance is impossible.
- P. Indemnification:** Each party shall indemnify, defend, and hold harmless the other party, its

officers, employees, and agents from claims, damages, liabilities, and expenses arising from the indemnifying party's negligence, willful misconduct, or breach of this Agreement.

XI. Signatures

By signing below, all parties agree to this agreement. In executing this Agreement, each party represents and warrants that the individual signing on its behalf has the legal authority to bind the respective party to the terms herein. Failure to comply with the material terms of this Agreement shall constitute a material breach subject to the termination provisions of this Agreement.

Construction Trades Workforce Initiative

Signature of Representative _____

Printed Name of Representative _____

Title of Representative _____

Date: _____

Partner

Signature of Representative _____

Printed Name of Representative _____

Title of Representative _____

Date: _____

Addendums

- A. Multi-Craft Core Curriculum (MC3) Policy Framework & Training Standards**
- B. Multi-Craft Core Curriculum Online Format Licensing Agreement**
- C. Eden Area Regional Occupational Program (EAROP) and Construction Trades Workforce Initiative (CTWI) Proposal Options to Establish a Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Scope of Work June 1, 2025- June 6, 2027**

MULTI-CRAFT CORE CURRICULUM ONLINE FORMAT LICENSING AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into effective as of _____ (the "Effective Date"), by and between TradesFutures (the "Licensor"), and _____ (the "Licensees").

RECITALS:

A. Licensor owns all proprietary rights in and to the copyrightable and/or copyrighted material known as the Multi-Craft Core Curriculum ("MC3"), including, but not limited to all text, editorial content, images, graphics, logos, illustrations, photographs, video, audio and other materials, as well as the designs, icons, layout, "look and feel," and all other graphical elements and all related code and software, hereinafter collectively known as the "Work", and has the exclusive right to license to others the right to produce, copy, make, sublicense or sell the Work.

B. Licensor owns all rights in and to the Work and retains all rights to the Work, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted.

C. Licensee(s) desires to obtain, and Licensor has agreed to grant, a license authorizing the use of the Work by Licensee(s) in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration as set forth herein, Licensor and Licensee(s) agree as follows:

1. Grant of License.

A. Licensor hereby grants to Licensee(s), in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferrable license to use the Work in the course of teaching the MC3 and for no other purpose whatsoever without the express written permission of the Licensor.

B. No part of the MC3 may be sold, sub-licensed, reproduced or distributed in any form or by any means, or stored in a database or retrieval system by the Licensee(s) without the prior written permission of the Licensor.

C. Licensee(s) will respect the Licensor's copyright protections of the Work by utilizing only original MC3 materials and will not reproduce or digitize the MC3 materials for distribution or classroom use without the prior written permission of the Licensor.

D. Licensee(s) hereby accepts such license and agrees that Licensee(s) shall not use the Work except in accordance with the terms and conditions of this Agreement.

Licensee(s) acknowledges and agrees that the license granted herein is non-exclusive and that Licensor may license others to use the Work.

E. Licensee(s) or Fiscal Agent (CTWI) agrees to provide Licensor with placement data regarding each student utilizing the Work by entering into the “Trade Choice” field in the MC3 Learning Management System database the name of the specific trade the student has selected and in the “Apprenticeship Placement” field the name of the apprenticeship program the student has enrolled in. Licensee(s) or Fiscal Agent (CTWI) shall have a continuing obligation to enter such information into the database as it becomes available.

2. Ownership of the Work.

A. Licensee(s) acknowledges that Licensor is the sole and exclusive owner of the Work and of all associated federal intellectual property rights and Licensee(s) shall do nothing inconsistent with such ownership. Licensee(s) further agrees that it will not claim ownership rights to the Work, or any derivative, compilation, sequel or series, or related Work owned by or used by Licensor. Licensee(s) agrees that nothing in this Agreement shall give Licensee(s) any right, title, or interest in the Work other than the right to use the same in accordance with the terms of this Agreement. Licensee(s) agrees not to make similar derivatives of the Work. Licensee(s) admits the validity of all copyrights for the Work and all associated intellectual property rights and acknowledges that any and all rights that might be acquired by Licensee(s) because of its use of the Work shall inure to the sole benefit of Licensor.

B. Licensee(s) expressly acknowledges Licensor’s ownership of all rights, title and interest, including copyrights, in the Work, except where the copyright of another party is expressly noted. All materials, including but not limited to all text, editorial content, images, graphics, logos, illustrations, photographs, video, audio, and other materials, as well as the designs, icons, layout, “look and feel,” and all other graphical elements and all related code and software, and all copyrights, trademarks, service marks, tradenames, patents and other intellectual property rights in any of the foregoing are the sole and exclusive property of Licensor and are protected by U.S. laws and international treaties.

3. Term and Termination.

A. This Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of one year, and shall automatically renew for additional one-year periods, unless either party provides written notice of non-renewal to the other party, not less than sixty days prior to the expiration of any one year term.

B. In the event that Licensee(s) fails to pay when due the fees provided for in this Agreement, Licensor, at its discretion, may immediately terminate this Agreement.

C. In the event that Licensee(s) sells all of its assets to a third party, or otherwise ceases to exist in its current form, Licensor, at its discretion, may immediately terminate this Agreement.

D. Upon termination or expiration of the license granted under this Agreement by operation of law, the terms of this Agreement or otherwise, all rights, including the right to use the Work, privileges and obligations arising from this Agreement shall cease to exist and all copies of the Work shall be destroyed or promptly returned to Licensor.

E. The following provisions shall survive any termination or expiration of this Agreement: Section 1.E. (Entry of Placement Data); 2 (Ownership of the Work); Section 6 (Indemnification); Section 9 (Dispute Resolution); and Section 10 (Governing Law, Jurisdiction, Venue)

4. Fees.

Fiscal Agent (CTWI) agrees to pay Licensor an annual licensing fee based on the total number of students intends to enroll each year into the Multi-Craft Core Curriculum Online Learning Management System. Licensee(s) agrees to pSubject to Section 3, this Agreement and applicable licensing fee will renew annually, and fees shall be due 30 days prior to enrollment in or use of the Multi-Craft Core Curriculum Online Learning Management Systm. Students will not be enrolled into the Multi-Craft Core Curriculum Online Learning Management System until the applicable fees have been received by Licensor.

The licensing fees are as follows:

Number of Students Enrolled	Annual Licensing Fee
Up to 20	\$700
Up to 50	\$1900
Up to 80	\$3700
Up to 150	\$5700
Up to 250	\$10100
251+	Inquire for pricing

If Licensee(s) intends to change enrollment tiers, Licensee(s) must notify Licensor thirty (30) days prior to the one-year anniversary of the Effective Date of this Agreement.

5. Use of the Work.

A. Licensor shall have control over the quality of use of the Work. At the option of Licensor, Licensor will provide to Licensee(s) an approved End User License Agreement that must be accepted prior to Licensor allowing students online access to the Work. For any portion of the Work that Licensee(s) is authorized to download and distribute to students, Licensee(s) agrees to mark such parts of the Work with any reasonable copyright and/or trademark notices provided by Licensor and comply with any reasonable standards promulgated by Licensor that relate to the intellectual property protection and use of the Work by Licensee(s) and its instructors and students.

B. Licensee(s) shall provide Licensors, upon Licensors' request, with representative samples of how Licensee(s) is using the Work. If, at any time, any use of the Work fails to conform to Licensors' standards, Licensors may provide to Licensee(s) notice of said failure. Licensee(s) shall cure said failure within fifteen days from the date of such notice. In the event that said failure is not cured within the period described in the preceding sentence, Licensors may then terminate this Agreement immediately and all non-conforming copies of the Work destroyed or promptly submitted to Licensors.

C. Licensee(s) shall be solely responsible for all logistical details in connection with presenting the Work, including, but not limited to, classroom facilities, hiring and compensation of instructors, audio-visual equipment, computers and internet access.

6. Indemnification.

A. Licensee(s) shall fully indemnify, defend, and hold harmless Licensors, its officers, employees, agents and affiliated organizations from and against any and all claims, losses, damages, expenses, and liability, other than those for infringement, including without limitation, suits arising from offering, promoting, advertising, sale, or use by Licensee(s), or any of its authorized sublicenses, of the Work, whether or not such use conforms to standards set by Licensors, provided that such claim, loss, damage, expense, or liability does not arise from the negligence of Licensors.

B. In the event that Licensee(s) becomes aware of any claimed or alleged infringement of the Work by a third party, Licensee(s) shall promptly advise Licensors in writing of the nature and extent of such infringement or dilution. Licensors has no obligation to take any action whatsoever in the event that any infringement or dilution occurs with respect to the Work, but Licensors shall have the sole right to determine whether any action shall be taken. In the event Licensors sues or takes other action, legal, equitable, administrative, or otherwise, to stop an infringement or dilution of the Work, Licensee(s) shall cooperate fully with Licensors. Licensee(s) has no right to enforce the Work through litigation without prior written authorization of Licensors. In any legal action arising from use, or ownership rights of the Work, where both Licensors and Licensee(s) are co-parties, Licensors retains the right to control the litigation, including any and all settlement negotiations.

7. Assignment.

This Agreement (including, without limitation, the license granted hereunder) is personal to Licensee(s) and shall not be assigned or transferred by Licensee(s), including, without limitation, by operation of law except upon written approval by the Licensors. Any attempt on the part of Licensee(s) to assign, sub-license, or transfer Licensee(s)' rights under this Agreement, except as provided herein, shall be invalid and void. Licensors shall have the right to assign and/or license its rights and obligations under this Agreement and all its right, title and interest in the Work without the consent of Licensee(s).

8. Notices.

Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and delivered by courier, reputable overnight delivery service or by registered or certified mail, return receipt requested, with postage prepaid and addressed to the following persons and addresses, or to such other addresses or persons as any party may subsequently request by notice in writing to the other party:

Licensor:

Marina Zhavoronkova, Executive Director
TradesFutures
815 16th Street, NW, Suite 600, Washington, DC 20006
Marina@tradesfutures.org

Licensee #1:

Licensee #2:

Licensee #3:

Fiscal Agent:

Any such notice shall be effective when received.

9. Dispute Resolution.

Prior to initiating a lawsuit involving a dispute arising out of or relating to this Agreement, the initiating party shall deliver such party's disputed position(s) in a written notice to the other party, and the parties shall attempt in a good faith effort to arrive at a mutual resolution of any such dispute, *provided, however*, that if no resolution is reached within ten (10) business days of delivery of such notice, then neither party shall be restricted from initiating legal proceedings.

10. Governing Law; Jurisdiction; Venue.

The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the District of Columbia without regard to its conflict or choice of law principles. Each party hereby irrevocably consents and submits to the personal jurisdiction of, and to the exclusive venue for any legal proceedings or actions arising out of this Agreement in the local and federal courts located in the District of Columbia. The parties agree that this Agreement is deemed to have been made in the District of Columbia. Each party waives a jury trial in any matter arising out of or relating to this Agreement.

11. Independent Business Relationship.

Licensor and Licensee(s) are independent entities and are not and shall not be construed as joint ventures, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

12. Miscellaneous.

A. If the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g, and rules and regulations promulgated under this law, is applicable to any identifiable data on students utilizing the MC3 pursuant to this Agreement, Licensor shall comply with the requirements of FERPA and its implementing regulations.

B. The waiver by either party of any provision of this Agreement on any occasion and under any particular circumstances will not operate as a waiver of such provision on any other occasion or under any other circumstances.

C. This Agreement constitutes the entire agreement and understanding of the Licensor and Licensee(s) with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or waiver of this Agreement shall be effective or binding unless it

is set forth in writing and signed by both parties.

D. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provisions to any other persons or circumstances, shall not be affected thereby.

E. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

For the Licensor: TradesFutures

Marina Zhavoronkova

Date: _____

For the Licensee(s):

1. Organization: _____

Signature: _____ Date: _____

2. Organization: _____

Signature: _____ Date: _____

3. Organization: _____

Signature: _____ Date: _____

For the Fiscal Agent:

Signature: _____ Date: _____

DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board approve the MOU with the Public Health Institute/FACES for the Future Coalition for Health Career Training & Work-Based Learning, Academic Support, Wellness Services, and Youth Leadership Development for the 2026-2027 School Year

BACKGROUND

Founded in Oakland, California in 2000, the FACES for the Future program was conceived as a direct response to two significant problems facing diverse communities:

- A lack of support and opportunity for youth seeking options to improve their lives through education, career training and healthy choices
- A lack of diversity in the health professions that directly contributes to worsening health disparities in diverse communities

FACES for the Future addresses these goals by connecting schools, healthcare organizations and professionals, and community benefit organizations. Jointly, they provide a cohesive system of support for young people to ensure that we have highly qualified, multi-lingual and multi-cultural health care professionals to meet the growing demand of the workforce. (From the FACES website: facesforthefuture.org/about-us)

CURRENT SITUATION

The Public Health Institute/FACES for the Future Coalition is offering a scope of work for both Medical Careers I and Medical Careers II students.

A subset of Medical Careers I students will have the opportunity to participate in a weekly program, including the following programming:

- Health Career Training and Work-Based Learning
- Academic Support
- Wellness Services
- Youth Leadership Development

This will include opportunities for additional health training and certifications as well as internships at local hospitals, community clinics, mental and behavioral health agencies, public health departments and health-focused community-based organizations. Currently, the program will serve 30 Medical Careers I students.

Medical Careers II students will have access to the Davis Street Clinic for Community Classroom Internships. Using Golden State Pathway Program funding, the Eden Area ROP, FACES for the Future and the Davis Street Clinic in San Leandro will work collaboratively to build capacity to increase internship opportunities for Eden Area ROP



Medical II students. The Public Health Institute/FACES for the Future Coalition will work with the Davis Street Clinic to build the infrastructure for ongoing Eden Area ROP Medical II internships with the goal of providing 10 placements by May 2029.

Fiscal Impact: The Eden Area ROP will be contracting for Medical I Scope of Work services for \$10,000 a year and for Medical II Scope of Work services for \$19,000 a year.

CONSENT CALENDAR

Memorandum of Understanding

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

This Memorandum of Understanding (this "Agreement") is between the **Eden Area Regional Occupational Program** (the "District") and **Public Health Institute/FACES for the Future Coalition** ("FACES") for the 2026-2027 school year.

Purpose:

The purpose of this agreement is to outline the partnership between the District and FACES.

FACES for the Future programs serve high school students interested in pursuing careers in health care. FACES recruits and trains students in partnership with the District, and coordinates work-based learning for them with regional health employer partners. FACES ensures all elements of a program are in compliance with District requirements for off-site learning, and navigates onboarding and training requirements in order to access work-based learning in hospitals, community clinics, behavioral health agencies, and public health departments. FACES also provides wraparound services for participants including academic support, case management, and youth leadership development to ensure their successful entry into post-secondary plans including college, certification, and employment.

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:

Responsibilities of the District

1. The District shall assign a primary person of contact for oversight of this Agreement.
2. The District shall assign a staff member to coordinate with FACES regarding the activities included in this Agreement.
3. The District shall provide staff to oversee how the FACES program works in alignment with the Medical Careers curriculum and instruction.
4. The District shall notify FACES in a timely manner of any concerns or issues related to any component of the program and coordinate with FACES to address any issues that arise.

5. The District shall assist in program recruitment.
6. The District shall provide sites within its property for FACES programming.
7. The District shall collaborate with FACES to determine logistical or transportation needs for internship placements and field trips, including clearances and permissions.
8. The District shall provide academic and occupational specific training.
9. The District shall assist FACES in progress reporting and performance reviews regarding students participating in the FACES Program.
10. The District shall provide students with internship training and orientation, not including specific health care facility required orientation.
11. The District shall provide relevant school policies and procedures to FACES staff.
12. The District shall notify FACES staff, to the extent possible, of any schedule changes that will interfere with the provision of services.
13. The District shall coordinate with FACES on internship/job-shadowing experiences for students.
14. The District may request to use the EAROP Internship Handbook and its resources as relevant resources in the execution of this Agreement.
15. The District may require Student to develop and execute, in conjunction with FACES and the District, an Individualized Training Plan, that specifies the deliverables expected of students. Such an Individual Training Plan, however, shall not be construed as part of this Agreement. Determination of those assignments for which an Individual Training Plan is required is solely by the District.
16. The District shall participate in a program evaluation meeting at the termination of the academic school year.

Responsibilities of FACES

1. FACES shall assign a primary person of contact for oversight of this Agreement.
2. FACES shall assign a staff member to coordinate with District regarding the activities included in this Agreement.
3. FACES shall recruit, assess and enroll student participants.
4. FACES shall provide introductory training and on-boarding support services to prepare students for work-based learning opportunities, including job shadows, site visits, and internships at area health care facilities.
5. FACES shall provide a Program Coordinator who will work with teachers and staff to provide in-class services as well as connection to industry partners.
 - a. The Program Coordinator shall additionally support students with college preparation and connection to community resources when there is an identified need.
 - b. The Program Coordinator will be available every day that FACES is scheduled for student programming to coordinate student activities at Eden Area ROP and partner health facilities.
 - c. The Program Coordinator will provide opportunities for students to develop leadership as peer and community health educators and as members of the FACES Youth Advisory Council.
6. FACES shall assist the District in progress reporting and performance reviews regarding students participating in the FACES Program.
7. FACES shall notify the District in a timely manner of any concerns or issues related to any component of the program and coordinate with the District to address any issues that arise in order to successfully attain the goals of the program.
8. FACES shall participate in a program evaluation meeting at the termination of the academic school year.
9. FACES shall provide services that do not interfere with classroom work or disrupt the normal activities of the District.
10. FACES shall understand the need for flexibility when working with the District specifically related to scheduling of services and allocation of space and other school resources.
11. FACES shall provide services at the District in a manner that is consistent with school site rules and requirements, including school site visitor sign-in and field trip requirements.

12. FACES shall maintain the confidentiality of all student records produced by it, or furnished to it, by the District and will not disclose information except as the District may request for its own use.
13. FACES acknowledges the existence of state and federal laws regarding sexual harassment and agrees that such laws pertain to student relationships with FACES and its personnel.
14. FACES agrees to provide and maintain general liability and professional liability insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000 aggregate covering its employees and agents. Upon request, FACES will provide the District with a Certificate of Liability Insurance and endorsement pages evidencing such coverage.

Mutual Responsibilities/General Provisions

1. The District and FACES personnel will consult periodically to review student progress and to review the affiliation in general.
2. The District and FACES will comply with the requirements of the Family Educational Records Privacy Act (FERPA) and relevant state law regarding the confidentiality and handling of student records.
3. Both parties shall be in compliance with applicable local state and federal laws and regulations, will not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran status, or financial status in admission or access to, or treatment or employment in, its programs and activities.

CA Educational Code 45125.1 Compliance

1. FACES staff, employees, independent contractors, and agents will have contact or interaction with the District students outside of the immediate supervision and control of the pupil's parent or guardian or a District employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply.

2. At least one adult employee who supports the supervision of students needs to complete a Fingerprinting and Criminal Background Check.
3. Full execution of this agreement will certify FACES' fulfillment of this obligation.

Term of Agreement

1. 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.
2. This Agreement may be terminated by either party giving written notice to the other party, with or without cause, at least 30 days prior to the effective date of such termination.

Indemnification

1. **Indemnification of the District.** To the maximum extent authorized by law, FACES shall defend, indemnify and hold harmless the District, the Governing Board, and each member thereof, and the District's other officers, employees, and agents (collectively, not including the District, the "District Agents"), and each of them, from and against any and all claims, demands, actions, other proceedings, liens, judgments, damages, losses, costs, reasonable attorney's fees, expenses, and other liabilities of any nature arising from or directly or indirectly relating to (1) the performance of instruction provided by FACES or anyone working under or for FACES; (2) actual or alleged negligence, recklessness, or willful misconduct by FACES or anyone, except the District student, working under or for FACES; and/or (3) the performance of this Agreement by FACES or anyone working under or for FACES, except the District's student. Any defense of the District and/or the District Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the District but selected and retained by the FACES at its sole cost. FACES' obligations under this Section shall survive the expiration or termination of this Agreement.
2. **Indemnification Obligation.** FACES shall not be obligated to the extent any claim, demand, action, judgment, damage, loss, cost or expense, or other liability results from the active negligence, sole negligence, or willful

misconduct of the District's Student. In each such event, the Parties shall be responsible and liable on a comparative basis.

Notice

1. Notices, requests, and other communications required pursuant to Agreement shall be in writing and shall be sent by first-class mail or overnight service (e.g., Federal Express) to each party as follows:

If to the District:

Superintendent
Eden Area ROP
26316 Hesperian Blvd, Hayward, CA 94545

If to FACES:

Dr. Tomas Magana, Founding Director
FACES for the Future
c/o Public Health Institute
1950 Franklin Street, Suite 600
Oakland, CA 94612

Compliance with the Law

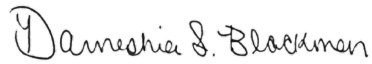
1. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California,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

Execution of Agreement

1. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may

be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties. Signature pages sent via email shall also constitute original signatures under this Agreement.

2. **Due Authority.** Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.



8/11/2026

Authorized Party

Date

Darneshia Blackmon
Senior Director, Bid & Proposal
Public Health Institute

Blaine C. Torpey
Superintendent
Eden Area ROP

Date

Exhibit A Scope of Work

FACES for the Future Coalition 2026-27 Scope of Work for Eden Area Regional Occupational Program

Drafted by: Amy Spade, FACES Deputy Director (7/14/26)

Location: Eden Area ROP

Project Period: 7/1/26 – 6/30/27

Total Funding: \$29,000



Health Scholars Program

Project Funding: \$10,000

FACES for the Future Coalition programs support youth in health education, work-based learning, and public health advocacy. All Medical I students are eligible to apply to the Health Scholars program, which includes pre-internship workshops, case management, job shadow placements at St. Rose Hospital, and emergency response trainings--many which lead to professional-level certifications.

FACES for the Future Coalition will:

- Provide a FACES Program Coordinator to conduct workshops on campus for enrolled students during school hours, as collaboration provides
- Work with EAROP staff to fill our Health Scholar program, which can serve a maximum of 30 Medical I students
- Expose EAROP students to a wide range of public, physical, mental and behavioral health careers and professionals
- Train, and certify when appropriate, EAROP students in CPR; Stop-the-Bleed, Mental Health First Aid; Question, Persuade and Refer Gatekeeper Suicide Prevention; and Opioid Overdose Intervention
- Coordinate with St. Rose Hospital to fill as many morning and afternoon job shadow slots as can be realistically and maximally offered
- Coordinate with St. Rose Hospital to provide 16-20 hours of on-site hospital time for each student over the course of the entire job shadow experience
- Coordinate with students, families, and hospital staff to complete health clearance and other job shadow paperwork requirements
- In the event of students not being able to complete paperwork and/or St. Rose not offering enough slots for the entirety of the Health Scholars cohort, FACES staff will offer an alternative "Community Health Education Internship" to the remaining students, in which students will be immersed in core public health topics and practices (such as social determinants of health and contract tracing) and then research and design public health outreach and education for their peers, families, and local community, including presentations, tabling events, and capstone projects
- Provide snacks and workshop materials
- Coordinate transportation for any field trips
- Collect, evaluate and report data student demographics, activities, and measurable impacts of the project

Medical II Clinical Placement Support

Project Funding: \$19,000

FACES for the Future Coalition programs support youth in health education, work-based learning, and public health advocacy. FACES will place Medical II students—preferably alumni of the Medical I Health

Scholars program—in a pilot clinical placement internship with Davis Street Clinic. Over the next 2 school years, through May of 2029, FACES will thoughtfully build the capacity of Davis Street Clinic as a clinical placement provider to accept 10 students per year.

FACES for the Future Coalition will:

- Provide a FACES Program Coordinator to conduct workshops on campus for enrolled students during school hours, as collaboration provides
- Work with EAROP staff to continue building the new clinical placement internship at Davis Street Clinic for five Medical II students, as the new relationship with Davis Street allows in its second year
- Work with Davis Street Clinic to build its internal infrastructure to be able to accept more students as interns each year, building to 10 students by the 2028-2029 school year
- Work to grow relationships with area health industry partners to create more placement opportunities and to ease pressure on Davis Street as the sole provider
- Expose EAROP students to a wide range of public, physical, mental and behavioral health careers and professionals
- Train, and certify when appropriate, EAROP students in CPR; Stop-the-Bleed, Mental Health First Aid; Question, Persuade and Refer Gatekeeper Suicide Prevention; and Opioid Overdose Intervention
- Coordinate with Davis Street Clinic to fill as many Medical II clinical placement slots as can be realistically and maximally offered (with potentially a.m. and p.m. cohorts)
- Coordinate with Davis Street Clinic to provide a semester-long, on-site, medical setting placement for each student that is aligned with Certified Nurse Assistant requirements
- Coordinate with students, families, and hospital staff to complete health clearance and other placement paperwork requirements
- Provide snacks and workshop materials
- Coordinate transportation for any field trips
- Collect, evaluate and report data student demographics, activities, and measurable impacts of the project

INFORMATION ITEMS



DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Opening of School for the 2026-2027 School Year

BACKGROUND

Every year, staff monitors pre-enrollment, actual enrollment, and attendance to forecast and adjust if necessary.

CURRENT SITUATION

A report will be delivered to the Governing Board on the opening of the 2026-2027 school year. The participating high schools have worked closely with the Eden Area ROP in encouraging students to take advantage of the career and college development opportunities available through EAROP classes. This collaboration has proven very effective in providing excellent educational and hands-on opportunities for students in all four of our participating districts.

RECOMMENDATION

Information only



DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Eden Area ROP Center Enrollment Snapshot and Waitlist Update

BACKGROUND

The Eden Area ROP monitors enrollment at the Center to ensure programs are serving students within established capacity and to identify programs with available space or enrollment demand exceeding available capacity.

CURRENT SITUATION

As requested, the attached report provides the Board with a snapshot of Center enrollment and student waitlists for the 2026-2027 school year. Enrollment and waitlists fluctuate daily for the first few weeks of the school year.

The report includes:

- 2026-2027 Center enrollment and waitlist by member district as of August 11.
- 2026-2027 Center enrollment and waitlist by high school as of August 11.

RECOMMENDATION

Information only

EAROP Center Enrollment Snapshot: August 11, 2026

ENROLLMENT by District

District	Allocation	Center Enrollment	Waitlist
CVUSD	113	117	0
HUSD	305	300	58
SLUSD	191	208	78
SLZUSD	261	249	1
Total	870	874	137

ENROLLMENT BY High School

High School	Allocation	Center Enrollment	Waitlist
Arroyo HS SLz	136	122	0
Brenkwitz HS Hay	17	19	1 for Medical I
Castro Valley HS	103	107	0
DICE SLz	12	29	0
East Bay Arts SLz	10	4	0
Hayward HS	97	112	28 -Construction 6- Culinary 2- Medical I 7- Welding Total: 43

EAROP Center Enrollment Snapshot: August 11, 2026

Lincoln HS SL	10		4	0	
Mt. Eden HS Hay	107		125	13- Construction 1-First Responders Total: 14	
Redwood HS CV	10		10	0	
Royal Sunset HS SLz	10		9	1-Welding Total: 1	
San Leandro HS	171		192	8-Careers in Ed 12-Construction 10-Culinary 16-First Responders 20-Medical I 12-Welding Total: 78	
San Lorenzo HS	93		85	0	
SLVA	10		12	0	
Tennyson HS Hay	84		44	0	
Total	870		874	137	



DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Strategic Planning Workshop

BACKGROUND

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

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

The Eden Area ROP Governing Board approved the development of a Strategic Plan at the April 9, 2026, Board meeting. Eden Area ROP contracted with Sage Consulting and has been working with James Hayes, a long time CTE teacher and experienced consultant for CTE providers, ROPs, and Adult Education.

CURRENT SITUATION

Sage Business & Education will facilitate an interactive strategic planning workshop with the Eden Area ROP Governance Team as the next phase in developing Eden Area ROP's five-year strategic plan.

The Governance Team will review emerging themes from the leadership and staff engagement processes and provide a Board-level perspective on long-term priorities, desired outcomes, major opportunities and challenges, and fiscal and organizational considerations. Governance Team input will be integrated with leadership and staff feedback to further refine Eden Area ROP's strategic direction and inform development of the draft five-year strategic plan.

RECOMMENDATION

Information only

DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Eden Area ROP Service Awards

BACKGROUND

Annually the Eden Area ROP recognizes staff for their years of service.

CURRENT SITUATION

At the August 11, 2026 professional development day, service pins recognizing years of service were presented to staff members. Below is a list of the recipients and their respective years of service.

EMPLOYEE	TITLE	SERVICE YEARS
Christopher Kwon	Information Technology Specialist	5
Stephanie Mata-Castro	Student Support Services Technician	5
Manuschka Michaud	Principal	5
Amanda Rose	Culinary Science Instructor	5
Byron Thompson	Marketing Instructor	5
Frank Adamo	Electrical Instructor	10
Michael O'Connell	Careers in Law & Public Safety Instructor	10
Diana Rodriguez	Enrollment and Registration Coordinator	10
Heather Bystrom	Medical Careers Instructor	20
Craig Lang	Director of Adult Programs & Apprenticeships	20
Annette Senter	Registrar	20
Jennifer Aguilar	Administrative Assistant	25
Francisco De Leon	Dental Assisting Instructional Assistant	30

RECOMMENDATION

Information only

ACTION ITEMS



DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board approve Fiscal Year 2025-2026 Unaudited Actuals Report

BACKGROUND

Per Education Code 42100, it states that "On or before September 15, the governing board of each school district shall approve, in a format prescribed by the Superintendent of Public Instruction an annual statement of all receipts and expenditures of the district for the preceding fiscal year and shall file the statement ... with the county superintendent of schools."

CURRENT SITUATION

The Fiscal Year (FY) 2025-2026 Unaudited Actuals includes the documentation of all fiscal transactions of the Eden Area ROP and presents the Eden Area ROP's financial position for the period of July 1, 2025 – June 30, 2026. It includes detailed summary information for the General Fund, as well as the Eden Area ROP's Adult Education Fund, Special Reserve Fund for Postemployment Benefits, Capital Outlay Fund and Retiree Benefits Fund.

Unaudited Actuals for FY 2025-2026 documents the beginning fund balances of all funds, total of all revenues, total of all expenditures and the resulting ending fund balance of all funds. Ending fund balances of FY 2025-2026 then are forwarded onto FY 2026-2027.

RECOMMENDATION

It is recommended that the Governing Board approve Fiscal Year 2025-2026 Unaudited Actuals Report.



DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the adoption of Resolution 5-26/27: Celebrating and Recognizing National Hispanic Heritage Month, September 15 through October 15

BACKGROUND

National Hispanic Heritage Month is observed annually from September 15 through October 15 to recognize and celebrate the history, culture, heritage, and contributions of Hispanic and Latino Americans.

CURRENT SITUATION

Resolution No. 5-26/27 recognizes the significant contributions of Hispanic Americans to the United States and local communities and acknowledges the positive influence of Hispanic culture and heritage. The resolution also encourages Eden Area ROP staff and students to participate in activities that honor Hispanic history and customs and promote education and enrichment opportunities.

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RECOMMENDATION

It is recommended that the Governing Board approve the Adoption of Resolution 5-26/27: Celebrating and Recognizing National Hispanic Heritage Month, September 15 through October 15.

EdenAreaROP

RESOLUTION NO.5-26/27

Celebrating and Recognizing National Hispanic Heritage Month September 15 to October 15

WHEREAS, the Eden Area ROP Governing Board takes great pride in recognizing National Hispanic Heritage Month from September 15 to October 15, and celebrating the Hispanic and Latino American culture, heritage, and vast contributions made to our country and our communities; and

WHEREAS, with roots dating back to 1968, National Hispanic Heritage Month begins each year on the anniversary of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua, and is also celebrated during this period by Mexico, Chile and Belize; and

WHEREAS, Hispanic Americans have made tremendous contributions to the United States and continue to make advances and impacts through politics, human rights, education, medicine, art, culture, farming, public service, and numerous other areas; and

WHEREAS, the Eden Area ROP Governing Board recognizes the positive influences Hispanics have on our country and in our community through their deep commitment to family, faith, hard work, service and strong values; and

WHEREAS, the Eden Area ROP's Hispanic student population represents over 60% of our student population.

NOW, THEREFORE, BE IT RESOLVED, that the Eden Area ROP Governing Board adopts Resolution 5-26/27 to recognize National Hispanic Heritage Month and encourages staff and students to celebrate the history and customs of the Hispanic community and support and inspire progress through education and enrichment opportunities.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 3rd day of September 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

DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board approve the Change Order Increase with Labor Solutions and KYA for Kay Avenue Parking Lot Repairs

BACKGROUND

The Eden Area ROP leases the property from Hayward Unified School District (HUSD). The C Building Parking Lot adjacent to Kay Avenue has been in a state of disrepair for years, with significant potholes and uneven surfaces. There have been ongoing short-term repairs over the last ten years that have not addressed the underlying issues.

In September 2025, it came to our attention during our evacuation drills that students with mobility issues were unable to easily access the primary evacuation zone in the C Building Parking Lot. Shortly thereafter, we initiated conversations with HUSD regarding the needed repairs. The Eden Area ROP also contacted Hayward Area Recreation District (HARD), who operates and maintains Gansberger Park on behalf of HUSD by a separate agreement.

In November 2025, we entered a design contract with Siegfried Engineers to design the rehabilitation of the parking. Siegfried conducted a survey and took three core samples to identify the composition of the soil.

As a result, the Eden Area ROP entered two separate POs in July, one with Labor Solutions to provide labor only, and with KYA for the materials, via CMAS (Contract 4-20-78-0089C) for the following amounts:

- Labor Solutions: \$14,500.00
- KYA: \$159,079.65

The labor contract proposed was below the bid threshold of \$15,000.00 per PCC 20111(b)(1).

The execution of both POs was to repair the lot with a traffic index of 6 (ensuring that oversized vehicles such as waste management vehicles can use the path of travel through the lot), a 20-year lifespan, substantial subgrade and asphalt concrete (AC).

CURRENT SITUATION

The process for this work started with removal of the top three inches of the parking lot ("scarification") to remove the existing pavement, to be followed by recompacting of the existing subgrade and placement of asphalt AC paving. Upon removal of the top three inches of AC paving, three previously unknown areas of concern were noted:

1. Inspection found that the existing AC paving in the parking area drive aisle was deeper than found in other areas of the lot and had been left in place by scarifying the expected three inches of depth.
2. Inspection of the roadway to the back lot found that an area of untreated clay had been used as the subgrade directly under the AC paving when the roadway was widened at some point in years past.
3. Watering from the adjacent park saturated portions of the roadway subgrade to the back lot along the fenceline.

Observation of the existing conditions, and conversations by the Eden Area ROP with the contractor and engineer followed. The engineer determined that the following needs to occur:

1. The parking area drive aisle required deeper removal operations to remove the existing paving and get to the existing subgrade for compaction and testing prior to placing new AC paving.
2. The clay material in the roadway to the back lot must be removed to a depth of thirteen inches and approved subgrade/base material placed before laying down new AC paving.
3. The sections of saturated subgrade adjacent to the park fenceline need to be over-excavated and compacted prior to AC paving.

The parking lot was originally to be closed for a week to perform the work. It remained closed upon discovery of the unsuitable materials to allow us to evaluate our options.

The engineer developed two different engineering approaches to address the conditions discovered. The contractor evaluated schedule and price and sent proposals to Eden Area ROP. Upon evaluation, we are faced with the following options:

1. Let the contractor proceed without addressing the conditions found (3" of scarification, surface compaction and placement of 3" of new asphalt). Impact: No loss to schedule beyond the days already affected, no increase to contract. However, the life expectancy of the paving would be approximately 5 years.
2. Direct the contractor to perform one of the engineering options (a thirteen-inch soil-cement treatment to the subgrade topped with 2-1/2 inches of AC paving). Impact: One-week additional time. Additional total cost of \$154,927.30. Provides a 20-year project with a traffic index of 6.
3. Have the contractor pull out and keep the lot closed until a solution was determined. Impact: Significant additional time (three to five months). Anticipated additional cost similar to #2 above. Furthermore, the delay would push the parking lot construction into the rainy season, creating potential additional impacts to time and cost.

Because of the issues that were discovered after the work began, the Eden Area ROP has decided to finish the project with our initial intention of a 20-year life standard. The resulting fiscal implication is that the costs of the project has increased to:

- Labor Solutions: \$28,443.46
- KYA: \$300,063.49

After being presented with the change order, the Labor Solution contract exceeded the formal bid threshold. However, there is a narrow exception to public bidding in circumstances in which public bidding would be futile, undesirable or impractical and would cause additional delay and additional cost.

RECOMMENDATION

It is recommended that the Governing Board approve the change order increase with Labor Solutions and KYA for Kay Avenue parking lot repairs.



DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Michelle Stephens, Assistant Principal
SUBJECT: Request the Governing Board approve the First Amendment to the Agreement with the Alameda County Workforce Development Board (ACWDB), Workforce Innovation and Opportunity Act (WIOA) Youth Innovation Program for Youth and Young Adult Workforce Development Services, and Student Training and Employment Program (STEP) for the 2026-2027 School Year

BACKGROUND

The Eden Area ROP was awarded and successfully implemented the past two rounds of Workforce Innovation and Opportunity Act (WIOA). The most recent round 2021-2025 ended June 30, 2025. On January 6, 2025, the Eden Area ROP applied for a third round of WIOA. Alameda County Workforce Development Board (ACWDB) awarded the Eden Area ROP the grant for July 1, 2025-June 30, 2029 (October 2, 2025, Item X. F.). This contract codifies the agreements in working together. Each year, ACWDB issues a new contract that confirms the budget and the performance goals.

The Student Training and Employment Program (STEP) is a separate program that ACWDB included in the WIOA contract as an amendment for the 2021-2025 Round. For the 2025-2029 Round, STEP was included in the WIOA contract.

CURRENT SITUATION

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

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

The Alameda County Workforce Development Board (ACWDB) is contracting with the Eden Area ROP for Student Training and Employment Program (STEP) services. Services include workforce readiness seminars and work experience for students with disabilities. The STEP Grant expires on December 31, 2026.

ACWDB verbally notified the Eden Area ROP on August 4, 2026, that the STEP Grant funding was decreased by 30% for Years 2 and 3 with a contract period of July 1, 2025 – December 31, 2026. The contract states that the funding is conditional upon ACWDB funding from the grantors, the Foundation for CA Community Colleges and the CA Department of Rehabilitation.

RECOMMENDATION

It is recommended that the Governing Board approve the First Amendment Agreement with the Alameda County Workforce Development Board (ACWDB), Workforce



Innovation and Opportunity Act (WIOA) Youth Innovation Program for Youth and Young Adult Workforce Development Services, and Student Training and Employment Program (STEP) for the 2026-2027 school year.



FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the **County of Alameda** (“County”) and **Eden Area Regional Occupational Program**, (“Contractor”) with respect to that certain agreement entered by them on July 1, 2025 (referred to herein as the “Agreement”) pursuant to which Contractor provides Career Services under the Workforce Innovation and Opportunity Act (WIOA) and is willing to provide the same services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this First Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
2. Attached hereto is **Exhibit A** current **Definition of Services and Specific Requirements - Performance/Deliverables**.
3. Attached hereto is **Exhibit A-2** current **Definition of Services (STEP)**.
4. Attached hereto is **Exhibit B, WIOA Payment Terms**.
5. Attached hereto is **Exhibits B-1, B-2, B-3, and B-4 WIOA Grant Budget**.
6. Attached hereto is **Exhibits B-5, B-6 STEP Payment Terms and Budget**.
7. Attached hereto is **Exhibit C, current County of Alameda Minimum Insurance Requirements**.
8. Attached hereto is **Exhibit D, Debarment and Suspension Certification**.
9. Attached hereto is **Exhibit G-1, Certification for Contracts, Grants, Loans, and Cooperative Agreements - Certification Regarding Lobbying**.
10. Attached hereto is **Exhibit H, Iran Contracting Act of 2010**.

Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, effective July 1, 2026.

COUNTY OF ALAMEDA

**EDEN AREA REGIONAL
OCCUPATIONAL PROGRAM**

By: _____
Signature

By: _____
Signature

Name: David Haubert
(Printed)

Name: _____
(Printed)

Title: President of the Board of Supervisors

Title: _____

Date: _____

Date: _____

Approved as to Form:
Andrea L. Weddle, Interim County Counsel

By: Samantha Stonework-Hand
Samantha Stonework-Hand, County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT A DEFINITION OF SERVICES

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

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

- II. **Purpose.** The purpose of this Agreement is to set forth the respective roles and responsibilities of **Eden Area Regional Occupational Program** (Contractor) and ACWDB (Funder) in the provision of WIOA ISY services.

- III. **Program Name.** WIOA ISY Youth Innovation Program

- IV. **Program Design Requirements.** Contractor will develop and implement a program delivery strategy that, at a minimum, will provide youth and young adults with a broad array of coordinated services which includes: academic assistance, occupational skills development, core and leadership skills, and preparation for further education, additional training, and employment; the following aspects are required:

- A. **Eligibility and Enrollment.** Contractor will determine participant eligibility for the WIOA ISY program, in accordance with federal, state, and local eligibility requirement and policies. Contractor will ensure that all required eligibility documentation is completed and received prior to participant enrollment into WIOA programs.

All eligibility exceptions such as the 5% Additional Assistance Barrier and/or 25% Local Area residency exceptions must be approved by ACWDB Workforce Systems Support Team (WSST) prior to enrollment.

- B. **Objective Assessment (OA).** Contractor will ensure that all participants enrolled in WIOA ISY program receive a comprehensive, specialized assessment inclusive of a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive services, and developmental needs of each participant to inform the development of the Individual Service Strategy (ISS). The OA carries a requirement of being completed within the first 30 days of enrollment. Contractor must submit the activity code 412 within the Management Information System (MIS) within 90 days of enrollment.

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

1. The submission of a recent transcript from the student's current educational provider, which must be submitted prior to enrollment and within 60 days of OA period; or
2. Results from a National Reporting System (NRS)-approved Basic Skills Assessment (such as CASAS or TABE) that has been administered within the past six months.

- C. **Individual Service Strategy (ISS)**. Contractor shall, in collaboration with the participant, identify clear career and/or educational goals with measurable achievement objectives. Contractor shall also engage participant in dialogue and goal setting aligned with career pathways. These goals will be developed using the participant's interests and assessment results, located in the OA.

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

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

- D. **Case Management**. Contractor will provide comprehensive case management services to WIOA program participants throughout their enrollment in WIOA program activities. Case management services may include but not limited to the following:
1. Providing participants with information, materials, suggestions, and/or advice to help make occupational or career decisions, counseling, and vocational guidance to assist the participant in achieving employment goals, and to make decisions regarding employment and/or training opportunities.
 2. Counseling and vocational guidance to assist the participant in achieving employment goals, and to make decisions regarding employment and/or training opportunities.
 3. Contacting participants at least once in each 30-day period to review status and progress toward ISS goals and objectives.
 4. Ensuring active services are recorded in CalJOBS at a minimum of 90-day intervals to prevent automatic case closure due to inactivity.
 5. Maintaining hard copy and electronic participant files in CalJOBS that meet WIOA and ACWDB specifications.
 6. Entering the OA (412) and ISS (413) activity codes into CalJOBS, along with a clock-starting activity code, within 90 days of enrollment to ensure each participant is fully captured in the system.
 7. Advancing the WIOA 14 elements within the content of the ISS.

- E. **WIOA Required 14 Program Elements.** Contractor must state in its workplan, the approach to include all required 14 WIOA elements as it aligns with each clients OA and ISS. If not directly provided, must establish a Memorandum of Understanding (MOU) with an entity that will provide the services. Contractor must provide a copy of each MOU when submitting the workplan. The 14 required WIOA youth elements are as follows:

1. **Tutoring, study skills training, instruction, and evidence-based prevention and recovery strategies** that lead to completion of secondary school or its recognized equivalent (including a recognized certificate of attendance or similar documents for individuals with disabilities) or for a recognized post-secondary credential.
2. **Alternative secondary school services** that assist youth who have struggled in traditional secondary education.
3. **Paid and unpaid work experiences** that have academic and occupational education as a component of the work experience, which may include the following:
 - i. Summer employment opportunities and other employment opportunities available throughout the school year;
 - ii. Apprenticeship and pre-apprenticeship programs;
 - iii. Internships and job shadowing;
 - iv. On-the-job training opportunities.
4. **Occupational skills training** is an organized program of study lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations.
5. **Education offered concurrently with workforce preparation** is an integrated education and training model combining workforce preparation, basic skills, and occupational skills.
6. **Leadership development opportunities** lead to community service and peer-centered activities that encourage responsibility and other positive social and civic behaviors.
7. **Supportive services** enable an individual to participate in WIOA activities
8. **Adult mentoring** is a formal relationship between a youth participant and an adult mentor that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the mentee. The mentoring is for at least 12 months and may occur both during and after-program participation.
9. **Follow-up services** may include regular contact with participant for no fewer than 12 months after the completion of participation.
10. **Comprehensive guidance and counseling** to provide access to individualized counseling in the following areas: mental health, substance use, healthy relationships, as well as referrals to resources such as childcare, housing, and food, as appropriate to the needs of the individual participant.
11. **Financial literacy education** which encompasses information and activities or a range of topics such as creating budgets, setting up checking and savings accounts, managing spending, credit, and debt, understanding credit reports and

credit scores, and protecting against identity theft. It provides participants with the knowledge and skills needed to achieve long-term financial stability.

12. **Entrepreneurial skills training** provides the basics of starting and operating a small business and developing entrepreneurial skills.
13. **Services that provide labor market and employment information** about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services including information about various career pathways. This includes using ACWDB's Industry Sector and Occupational Framework (ISOF) as a tool to guide participant conversations.
 - a. Contractor shall become familiar with state and federal Labor Market Information (LMI) data and LMI tools to share relevant LMI with youth.
 - b. Department of Labor (DOL) electronic tools particularly relevant to youth include My Next Move and Get My Future. In addition to connecting youth to self-service LMI tools, it is important for youth providers to share and discuss state and local LMI with youth participants.
14. **Post-secondary preparation and transition activities** help youth prepare for and transition to post-secondary education and training. Additional services include, but are not limited to:
 - a. Assisting youth to prepare for SAT/ACT testing;
 - b. Assisting with college admission applications;
 - c. Searching and applying for scholarships and grants;
 - d. Filling out the proper Financial Aid applications and adhering to changing guidelines; and
 - e. Connecting participants to post-secondary education programs, such as community college, trade school, university, and other post-secondary programs.

- F. **Incentive Payments.** Incentive Payments. Contractor may provide incentive payment(s) to the youth if the participant completes a milestone in alignment with their ISS, OA, and Action Bulletin 24-03 ([AB 24-03](#)). Incentive payments must be indicated in the contractor's budget.
- G. **Stipend Payments.** Contractor may issue stipends to participants who are experiencing financial distress by providing funds needed for a participant to be successful in the program *in alignment with* ([AB 24-03](#)). Stipends may not be used in lieu of supportive services and must be indicated in contractor's budget.
- H. **Supportive Services.** Contractor must provide a minimum of \$200, for 50% of their enrolled participants, in supportive services for participants who are unable to obtain supportive services through other funding sources. WIOA supportive services are limited to transportation, work-related clothing and safety items, required verification/documentation fees for employment and educational/training/vocational fees and tuition.

Contractor will work with participant to identify alternative financial sources such as Pell Grants, California College Promise Grant, Educational Opportunity Program (EOP), and Cal Grants prior to using WIOA funds for supportive services.

- I. **21st Century Skills Work Readiness Skills**. Contractor will provide all enrolled participants with training in the development of core skills (employability/job readiness) which shall include adaptability, analysis/solution mindset, teamwork, collaboration, communication, Artificial Intelligence (AI) and digital literacy. Tools should include using workplace aligned technologies, applications, and software, including tools provided by the DOL located under the [Information Bulletin 26-02](#).

V. **Contractor Obligations**. Contractor will provide the following services under this Agreement:

- A. **Staffing**. Contractor will maintain sufficient and appropriate staffing levels, with an appropriate caseload ratio, to maintain clear roles. The Program Manager will not provide case management services, ensuring a separation between management duties and case management responsibilities.
- B. **Work Experience (WEX)**. Contractor will set aside a minimum of 20% of the total contract amount towards work experience (WEX) activities. WEX activities shall include such elements as: work-based learning; employability skills; workplace development; exposure to various aspects of an industry or occupation; progressively more complex tasks; and the integration of basic academic skills into work experience activities, as further outlined in [AB 24-01](#). WEX activities must align with ISOF and be outlined in the monthly narrative and participant case notes.
- C. **WIOA Occupational Skills Training**. Contractor will determine the appropriateness of training for youth program participants as part of the participant's ISS and refer participants to appropriate occupational training services.
 1. **Selection of Training Services**. Contractor will ensure that the selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, is informed by the performance of relevant training providers, and is coordinated to the extent possible with other sources of assistance.
 2. **Apprenticeship/pre-apprenticeship**. Contractor will encourage enrollment or co-enrollment in an apprenticeship/pre-apprenticeship training when appropriate and feasible, in alignment with the participants ISS goals. Guidance will be provided by ACWDB staff.
 3. **Industry Sector and Occupational Framework**. Contractor will refer WIOA program participants to training services in accordance with the ACWDB ISOF criteria and performance goals.
- D. **Job Development and Job Referral**. Contractor will provide job seeker services and activities that align with employer need. Job seeker services and activities will be provided in accordance with the ACWDB ISOF criteria.
- E. **Follow-up Services**. Contractor will maintain relationship with participant and provide quarterly follow-up services for WIOA Youth participants for 12 months after the participant exits the program. Follow-up services are designed to help ensure that participants meet and maintain their educational, employment and career goals and may include:

1. Supportive services.
 2. Adult mentoring.
 3. Financial literacy education.
 4. Services that provide labor market and employment information about in-demand industry sectors and occupations available in the local area, such as career awareness, career counseling, and career exploration services.
 5. Activities that help youth prepare for and transition to post-secondary education and training.
- F. **Participant Case Files.** Contractor will maintain complete participant case files and confidential files containing medical information for each WIOA program participant in accordance with ACWDB requirements. Files shall be submitted in CalJOBS, ensuring they meet WIOA and ACWDB specifications. Case files will be filed securely and in full compliance with Equal Employment Opportunity (EEO), confidentiality, and other applicable rules and regulations. Confidential files are filed securely but separate from participant case files.
- G. **Program Outreach.** Contractor will conduct sufficient program outreach efforts to achieve stated participant service goals. Contractor will utilize outreach materials translated into other languages to serve its diverse client population. Outreach materials must include the phrase: *“This WIOA Title 1 financially assisted program or activity is an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.”*
- Contractor must ensure collateral and posters are placed in and outside of the service location to increase service and program visibility.
- H. **Communication.** Contractor will actively participate in ACWDB communication efforts, adhering to the guidelines set by ACWDB members and/or staff. This includes Contractor providing two (2) client success stories per quarter in alignment with the program year. The success stories will be submitted with the Monthly Narrative Report referenced in Exhibit B.
- I. **Alignment with Local Plan.** Contractor will collaborate to support the implementation of, but not limited to, the following strategies as outlined in ACWDB’s Four-Year (2025-2028) Local Plan:
- When applicable, participate in America’s Job Center of California Memorandum of Understanding core partner meetings and efforts to achieve program coordination, co-enrollment, integration of supportive services, and program access to people with disabilities, and service expansion through technology.
 - With guidance from ACWDB staff, actively engage in continuous learning (especially front-line staff) about digital fluency, trauma-informed care, case management strategies, cultural sensitivity and humility, equity, and inclusion.
 - Support ACWDB’s Business Engagement Model, by seizing opportunities to collaborate with ACWDB staff related to providing hiring and recruiting assistance (when applicable) for the business community, facilitating employer panels, and supporting other business-related activities.

- When applicable, collaborate with ACWDB staff and partners to enhance WIOA in-school program strategies by incorporating 21st century skills, work-based learning opportunities, and intentional employer partnerships, in program efforts and strategies.
 - When applicable, collaborate with ACWDB staff to successfully implement the new sub-regional model, which aims to further reach workers and job seekers with barriers to employment, by intentionally connecting with workforce partners and community-based organizations that have acquired population-specific expertise.
- J. **Supplemental Contract Documentation.** Contractor will submit the following documents to ACWDB, including but not limited to those identified in the Supplemental Contract Documentation or as otherwise directed by ACWDB:
1. Service Delivery Strategy (Work Plan).
 2. Memoranda of Understanding for any of the required 14 program elements that will be provided by another organization or entity.
 3. Written plan for on-going training of WIOA funded staff to ensure expertise on application WIOA rules, regulations, policies, and procedures including training and case management best practices.
- K. **Mandatory Meetings and Trainings** – Contractor will attend:
1. WSST Providers Meetings – bi-monthly
 2. WIOA Youth Providers Meeting - monthly
 3. ACWDB Youth Committee – quarterly meetings (*periodic presentations may be required*).
 4. ACWDB Board – quarterly meetings (*periodic presentations may be required*).
 5. Management Information Systems (MIS) training/meetings.
 6. Regional capacity building coordination meetings as appropriate under ACWDB adopted initiatives.
 7. Other meetings/trainings as directed by ACWDB.
- L. **Customer-Centered Design.** Contractor will distribute a Customer-Centered Survey and incorporate customer feedback to improve the quality of customer outcomes and to implement the WIOA program in a way that adds value for target populations.
- M. **Coordination with other ACWDB WIOA Service Providers.** Contractor will work collaboratively with the WIOA youth providers and may work collaboratively with ACWDB's Comprehensive America's Job Center of California (AJCC) and the contracted Career Services Collaborative and sub-contractors to promote an integrated workforce system.
- N. **EASTBAYWorks Regional Partnership.** Contractor will participate in regional EASTBAYWorks youth activities including attending designated meetings, using regional systems, policies and software, and helping to set and monitor regional goals.
- O. **Coordination with ACWDB Business Services Unit (BSU).** Contractor may work with the ACWDB Business Services Unit (BSU) to coordinate supply-side (job seeker) activities with demand-side (business) needs and expectations in the local workforce system:
- **Countywide Employer Event Support.** Contractor will participate in and assist with countywide job fairs and employer panels requested by ACWDB and BSU.

- P. **Tracking and Reporting.** Contractor will track and report all required services and activities under this Agreement in the manner and frequency directed by federal, state, or ACWDB policy.
1. **Use of ACWDB Designated MIS.** Contractor will use CalJOBS to track and report activities and services provided under this Agreement.
 2. **Data Entry.** Contractor will enter required service and activity data into CalJOBS in an accurate, complete and timely manner.
 3. **Staff Training.** Contractor must provide or facilitate access to case management and trauma-informed training to core and frontline staff, aimed at improving service delivery and wraparound support for enrolled youth. The required training will equip staff with skills in de-escalation, providing wraparound services, and following up with appropriate supportive services, when applicable. The successful bidding organization will also provide participants with linkages to mental wellness services as needed. WIOA funds may be leveraged to facilitate staff training.
 4. **Training Leverage.** Contractor must document and report all non-WIOA funded participant training information to ACWDB. Training leverage information must include training provider information, training cost, source of non-WIOA funding, and effective date of training. Training information must be provided to ACWDB within thirty (30) days of WIOA enrollment or training start date.
- Q. **Performance.** Contractor will provide quality, demand-driven services under this Agreement in order to achieve required performance goals. Contractor shall be responsible for achieving performance goals in the following categories:

PY 2026/2027 Contract Performance Measures

Contractor Benchmarks	
	How Much Did We Do?
1.	Number of New Enrollments (7/1 through 6/30)
	How Well Did We Do?
2.	Percentage of New Participants Enrolled into Work-Based Learning Activities
3.	Percentage of New Participants Enrolled into Core Skills/Leadership Activities
4.	Percentage of Participants Enrolled into Training Activities who Report Measurable Skill Gains
5.	Percentage of Participants Enrolled into Work Experience Activities that are aligned with ACWDB's ISOF
	Is Anyone Better Off?
6.	Percentage of Participants Enrolled into Training who Report Credential Attainment

7.	Percentage of Participants who Exit the Program and Report Placement into Employment, Post-Secondary Education, Advanced Training, or Military Service
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Actual Performance goals will be negotiated each year based on actual formula funding allocations published by the State of California. Once established, these goals will be made public through presentation to the Alameda County Workforce Development Board and/or through Action or Information Bulletins posted to the acwdb.org website.

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

400-Youth Summer Employment 408-Internship (Unpaid) 409-Job Shadow 425-Work Experience Paid 426-Work-Experience Unpaid 427-Internship (Paid) 428-Youth On the Job Training (OJT) 430-Youth Occupational Skills Training (Youth Service Eligible Training Provider List [ETPL]) 431-Pre-Apprenticeship	432-Apprenticeship 433-Career Awareness 434-Career Exploration 435-Career Counseling/Planning 437-Pre-Apprenticeship Program with Occupational Skills Training (Approved ETPL Provider) 438-Occupational Skills Training (non- ETPL provider)
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- ④ **Core Skills/Leadership** - Activity 410-Leadership Development Services:

*“Participation in leadership development opportunities that encourages leadership development that may include community service and peer mentoring and tutoring; foster responsibility and other positive social and civic behaviors; **organizational and teamwork training; decision-making training, as appropriate; citizenship training, including life skills training such as parenting and work behavior training, civic engagement;***
- ⑤ **Training Activity Codes** 415, 416, 418, 421, 429, 430, 432, 437, 438

- ⑥ **Youth Placement** = Placement in employment, education, advanced training or military
- R. **Policies and Procedures.** Contractor will comply with all policies and procedures, and any changes necessary, relating to the implementation of WIOA and with changes in the federal, state, county and/or ACWDB regulations, policies or procedures governing WIOA programs.
- S. **Prior Approval Requirements.** Contractor must obtain prior written approval from ACWDB for: substantive changes to program design or service delivery, subcontracts for consultant, professional or program services; the rental, lease or lease/purchase of equipment; the purchase of any equipment item with a cost of \$10,000 or more; and/or, the rental of office space or property; to be entered into in connection with the performance of this contract.
- T. **Monitoring.** Contractor may be monitored at any time during the term of this Agreement by authorized federal, state, county, or ACWDB personnel. At a minimum, Contractor will be monitored by ACWDB each program year.
1. **Access to Records.** Contractor will provide access to any books, documents, papers, and records (including computer records), which are directly pertinent to charges in the program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor and subcontractor staff for the purpose of interviews and discussions related to such documents.
 2. **On-site Monitoring.** Contractor will participate in on-site programmatic fiscal and EEO monitoring at least once each program year to ensure that services provided under this Agreement follow applicable rules and regulations.
 3. **Case File/MIS Review.** Contractor's MIS/CalJOBS data and participant case files will be reviewed by ACWDB staff on an on-going basis throughout the term of this Agreement. Contractor will produce selected case files upon request by ACWDB.
 4. **Monitoring of Expenditures.** Contractor will submit regular invoices in a timely manner, in accordance with Exhibit B. Contractor's actual expenditures will be reviewed against budget and planned expenditures.
 5. **Performance Review.** Contractor's progress toward achieving performance goals will be reviewed quarterly by ACWDB staff. If Contractor has two consecutive quarters of underperformance, it will be required to submit a Corrective Action Plan and meet with the Assistant Director.
 6. **Subcontractor Monitoring.** Contractor will conduct on-site programmatic and fiscal monitoring at least once each program year of all subcontractors providing WIOA program services to enrolled participants. Contractor is responsible for recording findings and ensuring that any needed corrective action has been taken. Copies of all monitoring reports must be maintained by Contractor and made available for review by ACWDB program and fiscal monitors, and state monitors.
 7. **Corrective Action.** Contractor will submit a written Corrective Action Plan to ACWDB staff to address any findings and concerns identified during program monitoring and/or quarterly performance review. The Corrective Action Plan will include, at a minimum:

- a. Acknowledgement of the identified findings and concerns;
- b. Written plan for correcting each identified finding and concern;
- c. Timeline for the corrective action;
- d. Written processes and procedures to ensure that corrected issues are not repeated;
- e. Single point of contact information for staff responsible for implementing corrective action.

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

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

8. **Contract Continuation Criteria.** Contractor must meet the following conditions in order for the contract to be recommended for renewal:

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

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

- c. Shows significant progress toward contractual performance requirements as stated below by end of third quarter (March):
 - 1. Placement in Training
 - 2. Credential Attainment
 - 3. Placements at Closure
 - 4. Measurable Skills Gain
- d. Submission of a Quarterly Invoice and Monthly Narrative Report (MNR) by the 25th of each month.*

* Invoices are due on the 25th of the month after the quarter ends (e.g., Q3 ends in September, payment due October 25).

**Additional details in Exhibit B – Payment Terms

VI. **ACWDB Obligations.** ACWDB will oversee the delivery and performance of Contractor's obligations under this Agreement.

- A. **Liaison with Funding Agencies.** ACWDB will be the single point of contact with federal, state, and local funding agencies for all written and verbal communication regarding services provided under this Agreement.
- B. **Policies and Procedures.** ACWDB will develop and issue ACWDB Action Bulletins and ACWDB Information that serve to notify Contractor of new or amended state,

federal, or local regulations. All current ACWDB Action Bulletins and ACWDB Information Bulletins can be found on the ACWDB website acwdb.org.

- C. **Training and Technical Assistance**. ACWDB will provide regular training and technical assistance to Contractor regarding CalJOBS, data entry, and case file management. Additional technical assistance will be provided at ACWDB discretion, or upon request by Contractor.

VII. **Specific Requirements**

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

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

- B. Contractor project team will consist of the following Key Personnel and subcontractors as applicable during the contract term:

- Blaine Torpey, Superintendent
- Manuschka Michaud, Principal

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

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

EXHIBIT A-2

DEFINITION OF SERVICES (STEP)

- I. **Overview.** The Foundation for California Community Colleges (CCC), in partnership with the California Department of Rehabilitation (DOR), awarded the funding in the amount of \$673,621.39 to the Alameda County Workforce Development Board (ACWDB) for local implementation of the Student Training and Employment Program (STEP). Collectively, ACWDB, the Eden Area Regional Occupational Program (EAROP), and DOR will continue to collaborate to implement the STEP project, which will provide job preparation training, career exploration, workplace readiness skills training, and work experience opportunities for students with disabilities (SWD).
Through STEP, 48 SWD will be served per program year, beginning in this second half of the year and continuing through the entirety of next year. Each of the 48 students will take part in a series of workplace readiness training components, and upon completion will receive a \$250 gift card. Of the 48 students, a subset of 20 participants will engage in work-experience placements, earning between \$17 and \$20 per hour. Each student will complete between 75 and 100 hours of work. The participant wage will be dependent upon the minimum wage of the employer's municipality. Continuous DOR eligibility is required for SWD to enter the STEP. The EAROP will serve as the direct service provider and employer of record for STEP participants as they gain work experience with local employers.
- II. **Purpose.** The purpose of this Agreement is to set forth the respective roles and responsibilities of EAROP, hereafter referenced as "Contractor", in expanding workforce development programing to SWD, while delineating ACWDB's role as an administrative entity that will provide technical assistance and programmatic guidance and ensure that team members sufficiently support grant administration and implementation.
- III. **Local Program Name.** STEP Forward Grant
- IV. **Program Design Requirements.**
 - A. **Work-Based Learning Specialist** – Contractor will appoint a Work-Based Learning Specialist (WBLS) to implement the STEP programmatic activities. The WBLS will ensure that outreach, referral, intake, DOR eligibility screening, job preparation workshops, work experience, employer engagement related to the project, and all other related programmatic activities will take place within the contract term to support full implementation of the STEP initiative.
 - B. **Outreach, Referral, and Intake** – Contractor will engage in outreach and recruitment of in-school youth, ages 16-21, with disabilities who have an active DOR case, and who can be qualified as low-income. If an active DOR case is not present, Contractor will work closely with the student, parent/guardians (if necessary), and the DOR to initiate DOR enrollment.
 - 1) **Outreach**
Contractor will develop active program outreach strategies to ensure students with disabilities, local households, and high school staff are well-informed about the STEP program. Contractor will partner with local school districts and will provide outreach

materials for distribution to all partner high schools – and in some instances, will provide presentations at Back-to-School nights – or other student-focused events.

2) Referral

The four partner school districts that serve as feeders of students to the EAROP include: Hayward, San Lorenzo, San Leandro, and Castro Valley Unified School Districts. Contractor will actively seek referrals from school districts. Contractor will also establish a referral/confirmation process with DOR as part of the initial screening process to ensure student engagement with DOR for STEP program eligibility. Contractor will monitor referrals and maintain a monthly check-in with DOR to confirm that STEP participant students remain actively enrolled with DOR and therefore continue to be eligible for STEP services.

3) Intake

Contractor, as a front-line provider, will facilitate onboarding and intake activities with the local DOR representative to ensure students have an active DOR case. If there is not an active DOR case, Contractor will collaborate with DOR to ensure the student is enrolled with DOR prior to enrollment into the STEP initiative.

- C. Active DOR Eligibility Oversight – Contractor will ensure that all participants are DOR eligible and ensure the required eligibility documentation is completed and received prior to participant enrollment, by working with the DOR to verify if students have active DOR cases. Contractor will establish and maintain a process to collaborate with DOR to ensure all eligibility requirements are met prior to the provision of STEP services and throughout the student’s engagement with the STEP program.

Participants are required to meet and maintain DOR eligibility status for the full duration of their participation in the STEP Grant Program. Contractor is responsible for maintaining verification of a participant’s eligibility status at the time of enrollment and on a monthly basis thereafter to ensure participants remain eligible throughout the duration of the STEP program participation.

Confirming participant eligibility is an ongoing requirement. Contractor will not be reimbursed for the cost of services provided to ineligible participants. If a SWD participant becomes ineligible due to discontinuance of engagement with DOR or due to attaining the age of 22; reimbursement to the Contractor will not be provided on or after the date the SWD participant became ineligible, even if the services have already been provided and invoiced.

- D. Eligible Participants – To be eligible for STEP, a participant must be:
1. An eligible consumer with DOR prior to enrollment in STEP;
 2. An individual with a disability in a secondary, postsecondary, or other recognized education program who:
 - a. Is not younger than 16;
 - b. Is not older than 21 years (must be offboarded from STEP before 22nd birthday);

and

- c. Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq); *or*
 - d. Is an individual with a disability for purposes of Federal Education Section 504, which defines a person with a disability as “any person who (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment” (34 CFR 104.3).
 - e. Who may be qualified as low-income.
- E. Enrollment – Before services may begin for STEP participants:
 - 1. All eligibility criteria listed in the Eligible Participants Section D above must be current and verified;
 - 2. The SWD must be enrolled with and have an actively open case with DOR;
 - 3. Data outlined in section VII - Tracking and Reporting item below must be provided to the local DOR contract administrator/district office and points of contact at the time of a student’s enrollment and before any services begin; and,
 - 4. The following two forms must be completed, filed with DOR, and a DOR confirmation of receipt must be received:
 - a. DR260 Consent to Release and Obtain Information
 - b. DR203 DOR Student Services Request Form
- F. Pre- and Post-Testing – Contractor will develop or adopt and administer pre-and-post assessments to participants before and after the Workplace Readiness Workshop. This assessment will measure participants’ change in attitudes towards career prospects. The Contractor will use an evaluation to ensure continued improvement in service delivery to students with disabilities in subsequent years.
- G. Work Readiness Workshops – Contractor is responsible and accountable for ensuring 48 SWD receive job exploration and/or workplace readiness training under the STEP program. Contractor will issue incentives, in the amount of \$250.00 per participant, to 48 unique STEP participants who complete the workplace readiness training. Self-advocacy training may be incorporated. This training is where SWD learn to advocate for themselves to include:
 - 1. Learning about rights and responsibilities, and how to request accommodation or services and support. Practice communicating thoughts, concerns, and needs;
 - 2. Learning about job readiness;
 - 3. Participation in youth leadership activities, peer mentoring, or mentoring with educational staff; and,
 - 4. Other relevant topics that will assist students in successful work experiences.
- H. Employer Engagement and Placement – Contractor will establish/enhance partnerships with local industry and businesses to secure work experience opportunities for a subset of 20 SWD. Seven businesses have been identified and are committed to enhancing career pathways for Alameda County's SWD and providing quality paid work experience.

These employers include: Royal Ambulance, Hayward Fire Department, Hayward Police Department, Always Your Bakery, Epic Care, Lewelling Dental, Concentra, VCA Animal Hospital, Dr. Hammer's Dental Office, Native American Health Center, and Cheap Shots Pet Clinic. Contractor will be in direct communication with each business to pipeline eligible STEP participants into available employer site opportunities for their respective work experiences.

- I. Employer of Record - Contractor will serve as the employer of record and must have the infrastructure in place to properly administer wages as well as the following components:
 1. Contractor shall be responsible for verification and maintenance of SWD right to work documents. Verified SWD I-9 forms shall be completed at the time of hire and before SWD commences work.
 2. Contractor must obtain a job description from the employer and provide SWD with supervision, training, and work assignments in accordance with the work site request and job description.
 3. Contractor will establish and secure a signed "Work Site Agreement" with the employer. The work site must be safe and in compliance with state, local, or federal laws.
 4. Contractor shall allow and/or assist in arranging on-site programmatic and fiscal monitoring visits at least once each program year for all organizations and employers providing program services to enrolled participants. Contractor shall also allow for monitoring visits by representatives of all partners involved in this STEP project. The work site agreement should also provide an alert to employer that monitoring may occur.
 5. Contractor must ensure SWD receive meal and rest breaks in compliance with California Law.
 6. Contractor must ensure to collect and maintain a copy of each Work Site's injury and illness and prevention program (IIPP) and shall provide a copy to the Foundation CCC upon request.
 7. Contractor must collect all legally required documents prior to SWD start date including but not limited to: SWD Form I-9s and work permits for SWD under the age of 18.
 8. Contractor shall certify that the work site provides a drug-free workplace, as required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
 9. Contractor must ensure that the work site complies with all applicable federal, state, and local laws and regulations relating to a safe and accessible environment. Including but not limited to, federal and state Occupational Safety and Health Administration (OSHA) laws and regulations, including the recording of workplace injuries on contractor's log.
 10. Contractor and employer shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of SWD.
 11. Contractor shall be responsible for any injury and/or worker's compensation claims related to a SWD.

- V. **Participant Management.** Contractor will hire and onboard 1.0 FTE WBLs and 0.5 FTE Student Support Services Technician (SSST). The WBLs will provide outreach, intake, eligibility support, workplace readiness workshops, individualized counseling, case management, payment of stipends, management of participant files and work experience opportunities and liaise with teachers, employers, and other key partners.
- VI. **Participant Case Files.** Contractor will maintain complete case files for each program participant in accordance with state requirements. Case files will be stored securely and in full compliance with state and Equal Employment Opportunity (EEO) confidentiality, nondiscrimination and other applicable rules and regulations.
- VII. **Tracking & Reporting.** Contractor will track and report all required services and activities under this Agreement in the manner and frequency directed by federal, state, or ACWDB policy.
1. **Monthly Data Reporting** – On a monthly basis, Contractor will submit to ACWDB team for first review, then the STEP administrative team at step@foundationccc.org, and the DOR team. Data including PII must be encrypted when sending to ACWDB and STEP administration team. The data points must include the following:
 - Student's name
 - Birthdate
 - School of attendance (i.e. graduation dates and post-secondary ed dates)
 - Type of, and verification of disability (could be by signature from school official)
 - Start date of service(s) provided under the agreement
 - End date of service(s) (if applicable)
 - Name and address of employer/ work experience placement
 - Social Security Number
 - Home and mailing address, as appropriate
 - Contact number and email, if available
 - Services to be provided
 - Cost of services provided (projected)
 - Outcome/results (projected)
 - Date Aged out of program
 2. **Data Metrics** – including the following:
 - Student's name
 - Services provided
 - Cost of services provided
 - Type and cost of other services
 - Outcome/results of services
 - Student returned to school
 - Student enrolled in post-secondary education/training
 3. **Monthly Progress Reports** – Contractor will submit monthly progress reports on the 5th of each month to ACWDB liaison for review. The progress reports will contain information on the program activities of the prior month, including information on each SWD, any changes or

updates to SWD eligibility in section C above, their workplace readiness training, their work experience placements, the types, and cost of any additional services provided, staffing costs, travel costs, and any additional WIOA program placements. These progress reports should also include any challenges that may be impacting project performance and any success stories resulting from STEP program services.

4. Meetings – Contractor will attend and ensure that appropriate staff will attend required weekly/biweekly and monthly meetings to facilitate the communication and coordination with ACWDB liaison. Mandatory meeting attendance will be monitored by the ACWDB staff.
- J. **Performance.** Contractor will provide services under this Agreement to achieve required performance goals, as detailed in Exhibit A-2. In addition to the monthly student administrative/enrollment and data reporting obligation, Contractor is responsible for achieving the following performance goals under this Agreement:

PY 25/26 and PY 26/27 Contract Project Goals

BENCHMARKS	GOAL
HOW MUCH DID WE DO?	
# OF ENROLLMENTS THAT HAVE ACTIVE DOR CASE	48
# ENROLLMENTS IN WORK READINESS WORKSHOP	48
# OF PARTICIPANTS RECEIVING WORK EXPERIENCE	20
HOW WELL DID WE DO?	
# WHO COMPLETE WORK READINESS WORKSHOP	48
IS ANYONE BETTER OFF?	
% WHO SELF-REPORT THAT THE STEP PROGRAM IMPROVED THEIR CONFIDENCE ABOUT FUTURE CAREER PROSPECTS	75%
# WHO COMPLETE THE WORK EXPERIENCE COMPONENT	20

- K. **Policies & Procedures.** Contractor will comply with all policies and procedures, relating to the implementation of the STEP Forward Grant including any changes or modifications to the federal, state, county and/or ACWDB regulations, policies or procedures governing this project.
- L. **Prior Approval Requirements.** Contractor must obtain prior written approval from ACWDB for: substantive changes to program design or service delivery; subcontracts for consultants; professional or program services; the rental, lease, or purchase of equipment; the purchase of any equipment item with a cost of \$5,000 or more; and/or, the rental of office space or property; to be entered into in connection with the performance of this contract.

- M. **Monitoring.** Contractor may be monitored at any time during the term of this Agreement by authorized federal, state, county, or ACWDB personnel. At a minimum, Contractor will be monitored by ACWDB each program year.
1. **Access to Records.** Contractor will provide access to any books, documents, papers, and records (including computer records), which are directly pertinent to the administration of this program, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Contractor and subcontractor staff for the purpose of interviews and discussions related to such documents.
 2. **On-site Monitoring.** Contractor will participate in required programmatic, fiscal, and EEO monitoring to ensure that services provided under this Agreement are in compliance with applicable rules and regulations.
 3. **Case File/MIS Review.** Contractor's MIS data and participant case files will be reviewed by ACWDB staff on an on-going basis throughout the term of this Agreement. Contractor will produce selected case files upon request by ACWDB.
 4. **Monitoring of Expenditures.** Contractor will submit regular invoices in a timely manner, in accordance with Exhibit B-6. Contractor's actual expenditures will be reviewed against budget and planned expenditures.
 5. **Performance Review.** Contractor's progress toward achieving performance goals will be reviewed quarterly by ACWDB staff.
 6. **Corrective Action.** Contractor will submit a written Corrective Action Plan to ACWDB staff to address any findings and concerns identified during monitoring and/or quarterly performance review. The Corrective Action Plan will include, at a minimum:
 - a. Acknowledgement of the identified findings and concerns;
 - b. Written plan for correcting each identified finding and concern;
 - c. Timeline for the corrective action;
 - d. Written processes and procedures to ensure that corrected issues are not repeated;
 - e. Single point of contact information for staff responsible for implementing corrective action.

Corrective Action Plans are due to ACWDB no later than 30 days following written notification of findings and concerns identified during monitoring.

- N. Contractor's project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Michelle Stephens	Assistant Principal	510-293-2930	mstephens@edenrop.org
Gilbert Seegmiller	Workforce Readiness Coordinator	510-244-5805	gseegmiller@edenrop.org
Jazmin Marquez	WorkBased Learning Specialist	510-931-5633	jmarquez@edenrop.org

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

- V. **ACWDB Obligations.** ACWDB will oversee the delivery and performance of Contractor's obligations under this Agreement.
- A. **Liaison with Funding Agencies.** ACWDB will be the single point of contact with federal, state, and local funding agencies for all written and verbal communication regarding services provided under this Agreement.
- B. **Policies & Procedures.** ACWDB will develop and issue ACWDB Action Bulletins and ACWDB Information Bulletins that serve to notify Contractor of new or amended federal, state, or local regulations. Contractor shall comply with all requirements of any ACWDB Action Bulletins and ACWDB Information Bulletins. All current ACWDB Action Bulletins and ACWDB Information Bulletins can be found on the ACWDB website [WIOA Program Policies | Alameda County Workforce Development Board \(acwdb.org\)](http://www.acwdb.org).
- C. **Training & Technical Assistance.** ACWDB will provide regular training and technical assistance to Contractor regarding MIS, data entry, and case file management. Additional technical assistance will be provided at ACWDB discretion, or upon request by Contractor.

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EXHIBIT B

WIOA PAYMENT TERMS

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

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

I. Budget

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

A. Exhibit B-1: WIOA Grants

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

1. Total payments to Contractor under this Agreement will not exceed the contract total detailed in Exhibit B-1.
2. Expenditures under this Agreement will tie to identified line-items included in Exhibit B-1; no other line-item costs will be allowed.
3. Exhibit B-1 Work Experience line item must equal a minimum of 20% of total contract amount.
4. Expenditures under this Agreement will support allowable activities described in Exhibit A. No services or activities outside the scope of this Agreement will be reimbursed.
5. Annual funding levels will be determined each program year based on final WIOA funding allocations from the State of California and contract performance for the previous program year. Annual funding levels will be communicated through presentation to the ACWDB and/or through Action/Information Bulletin.
6. No administrative costs will be included in Exhibit B-1 or reimbursed under this Agreement; Non-WIOA resources will cover all administrative functions relative to WIOA expenditures.
7. An approved indirect cost rate from a cognizant agency **must** be submitted if indirect costs are charged under this Agreement.

B. Budget Revision Procedures

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

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

C. Cost Settlement/Final Payment Provisions

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

D. Conditional Funding WIOA

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

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

E. Conditions of withholding payment

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

III. Invoicing Procedures

A. Submission of Invoices

1. Contractor will submit an electronic copy of its monthly invoice, including supporting line-item detail in the required format by the 25th day of the month

following the month of service for all expenditures incurred under this Agreement. Electronic copies of invoice and required documentation should be sent via email to Contractor's designated Program Liaison.

2. Upon notification of approval by the Program Liaison, Contractor shall submit original signed invoices ([in blue ink](#)) to:
 - a. Ayana Cruz, Youth Program Specialist
Alameda County Workforce Development Board
24100 Amador Street, Room 610C - Hayward, CA 94544
 - b. Scan original invoice and email to: ssainvoices@acgov.org
and email a copy to ayana.cruz@acgov.org.
3. A Monthly Narrative Report (MNR) must accompany the original invoice.

IV. Funding and Reporting Requirements

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

V. Additional Terms and Conditions of Payment

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

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

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

- D. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder.

The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

Exhibit B-1 PY 25-29

WIOA Youth / CFDA: 17.259

WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA) Grants**LINE ITEM BUDGET / COST REIMBURSEMENT**
Contract Period
7/1/25 to 6/30/29
CONTRACTOR: Eden Area ROP

ACTIVITIES: Youth Innovation Program / WIOA ISY

NOTE: Contract reimbursement for PY 25-29 is limited to the WDB approved			
Exhibit B LINE-ITEM BUDGET TOTAL			\$916,124.00
A. LINE ITEMS for COST REIMBURSEMENT		PROGRAM	TOTAL
1.	Staff Salaries *	Case Manager Career Counselor	\$416,959
2.	Staff Fringe Benefits	Case Manager Career Counselor	\$231,416
3.	Staff Travel	Case Manager Mileage	\$2,700
4.	Staff Training / Conferences	Professional Development Workshops	\$5,400
5.	Facilities Operations (Rent-utilities/ phone-mailing/ etc.)	Cell Phone Fees	\$2,376
6.	Office / Operations (Supplies, Printing, Duplicating, Communications)	Materials and Supplies	\$28,055
7.	Sub-Recipient Agreements / Consultant Contracts *		\$0
8.	Equipment (Single Items over \$5,000 must receive prior WDB Approval)		\$0
9.	Insurance & Bonding Costs		\$0
10.	Indirect Cost Rate (Requires Letter from Federal Cognizant Agency)		\$0
11.	Work Experience Expenditures ** (Exhibit B-3 A)	Incentive Scholarships	\$205,218
12.	Direct Participant Costs (Exhibit B-4 A)	Salary/Fringe Including Summer	
13.	Participant Supportive Services (Exhibit B-4 B)		\$24,000
GRAND TOTAL =			\$916,124.00
7/13/26 10:49 AM			\$916,124
* See Staff Salaries / Subcontracts Worksheet		WDB Review:	Date:

** Includes Direct Participant Costs & Staff Costs for Work Experience Activities

Staff costs for work experience activities should not be duplicated in Salary/Fringe Benefits line items.

Exhibit B-2

STAFF SALARIES / Sub-CONTRACTS WORKSHEET

Contractor: _____

Activities: Youth Innovation Program / WIOA ISY _____

Contract Period

7/1/25 to 6/30/29

Youth / CFDA: 17.259

A. STAFF POSITION / JOB TITLE		Hourly Personnel			Monthly Personnel		
		a	b	c	d	e	f
		FTE	(a x b = c)		(a x d x e = f)		
		Monthly or Hourly	# of Hours	TOTAL SALARY	# of Months	% of Salary	TOTAL SALARY
1.	Case Manager				10	100.00%	274,000.00
2.	Career Counselor				10	22%	142,959.00
3.							
4.				\$0			0.00
5.				\$0			0.00
6.				\$0			0.00
7.				\$0			0.00
8.				\$0			0.00
9.				\$0			0.00
9.				\$0			0.00
10.				\$0			0.00
TOTAL SALARIES (total c + total f) =						\$416,959.00	
B. SUB-AGREEMENTS - Professional Services (PS), Consultant Contract (CC), Sub-Contract (SC)							
LIST ENTITY (Check type of sub agreement)		PS	CC	SC	AMOUNT		
11.							
12.							
13.							
14.							
15.							
17.							
18.							
19.							
TOTAL of ALL SUB-AGREEMENTS =						\$0	
25-29 Youth					WDB Review: Date:		
7/13/26 10:49 AM							

Exhibit B-3

WIOA YOUTH FUNDS

WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA) Grants

WORK EXPERIENCE / DIRECT PARTICIPANT COSTS WORKSHEETS

Contractor: **Eden Area ROP**

Contract Period:

7/1/25 to 6/30/29

Activities: Youth Innovation Program / WIOA ISY

A. LINE ITEMS for WORK EXPERIENCE ACTIVITIES					
	Line Item	TOTAL			
1.	Staff Salaries:	\$31,200			
2.	Staff Fringe Benefits	\$14,018			
3.	Staff Travel				
4.	Staff Training / Conferences				
5.	Classroom Trng / Academic Component				
6.	Work Experience Orientation Sessions				
7.	Employability Skills / Job Readiness Trng for Work Experience				
8.	Paid Work Experience (Direct Participant Costs)	\$160,000.00			
TOTAL WORK EXPERIENCE					\$205,218.00
B. WORK EXPERIENCE DIRECT PARTICIPANT COST DETAIL					
	Manner of Compensation	\$ per Hour / Unit	# of Hours / Units	# of Participants	TOTAL
1.	Paid Work Experience	x		=	
2.	Youth Incentive Payment	\$1,000.00	1	160	\$160,000.00
5.	Participant Fringe Benefits	x		=	
6.	Data Processing Costs	x		=	
GRAND TOTAL					\$160,000.00

7/13/26 10:49 AM

Exhibit B-4

WIOA YOUTH FUNDS

WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA) Grants
DIRECT PARTICIPANT COSTS WORKSHEETS

Contractor: Eden Area ROP

Contract Period:
7/1/25 to 6/30/29

Activities: Youth Innovation Program / WIOA ISY

A. DIRECT PARTICIPANT COST DETAIL					
	Manner of Compensation	\$\$ per Hour / Unit	# of Hours / Units	# of Participants	TOTAL
1.	Youth Summer Employment	x	x	=	0.00
2.	Paid Internship				0.00
3.	Paid Work Experience				0.00
4.	Youth Incentive Payment				0.00
5.	Youth Stipend Payment				0.00
6.	Assessment Tools/Materials				0.00
7.	Occupational Skills Training				0.00
8.	Entrepreneurial Skills Training				0.00
9.	On-the-Job Training				0.00
10.	Pre-Apprenticeship Training				0.00
11.	Apprenticeship Training				0.00
12.	Leadership Development				0.00
13.	Participant Fringe Benefits	x	x	=	
14.	Data Processing Costs	0 x 0	x 0	=	0
GRAND TOTAL					

B. SUPPORTIVE SERVICES WORKSHEET				
	Type of Supportive Service	Unit Cost	# of Units	TOTAL
1.	Transportation	\$50 x	80	= \$4,000.00
2.	Work Related Clothing / Tools	\$250 x	80	= \$20,000.00
3.	Required Verification/Documentation	x		= \$0.00
4.	Education/Training Fees	x		= \$0.00
GRAND TOTAL				\$24,000.00

7/13/26 10:49 AM

EXHIBIT B-5**STEP PAYMENT TERMS**

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

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

I. Budget

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

B. Exhibit B-6: STEP Grant**II. Terms and Conditions of Payment****A. Contract Amount/Maximum**

1. Total payments to Contractor under this Agreement will not exceed the contract total detailed in Exhibit B-6;
2. Expenditures under this Agreement will tie to identified line-items included in Exhibit B-6; no other line-item costs will be allowed;
3. Expenditures under this Agreement will support allowable activities described in Exhibit A-2. No services or activities outside the scope of this Agreement will be reimbursed;

B. Budget Revision Procedures

5. No budget revision/modification request may increase the contract amount/maximum;
6. Contractor may request a budget revision/modification, in writing, at any time during the term of this Agreement. Requests for budget revision/modifications, including a revised line-item budget and justification should be submitted in writing to the appropriate ACWDB program staff identified in Section III of this Exhibit;
7. Approved budget revision/modifications will be formalized through an administrative amendment to this Agreement.

C. Cost Settlement/Final Payment Provisions

The final invoice submitted after the termination of this Agreement shall include all costs incurred in the last month of the contract period and any minor adjustments necessary to

account for any previously unreimbursed expenditure. This provision regarding closeout invoices shall not relieve Contractor of its obligation to report all know adjustments on each monthly invoice, and County shall not be liable for any adjustments that were not reported timely.

E. Conditions of Withholding Payment

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

III. Invoicing Procedures

B. Submission of Invoices

4. Contractor will submit an electronic copy of its monthly invoice, including supporting line-item detail in the required format by the 10th day of the quarter following the months of service for all expenditures incurred under this Agreement. Electronic copies of invoices and required documentation should be sent via email to Contractor's designated Program Liaison.
5. Invoices must contain the following elements:
 - a. Must be on company letterhead that includes name, address, and contact information.
 - b. Document must contain the title *Invoice*.
 - c. The date of the invoice.
 - d. A description of services.
 - e. The date range for services provided.
 - f. If needed, itemization of any sales tax and delivery/postage charges.
 - g. The Purchase Order (PO) number provided by the County.
 - h. The total amount owed.
 - i. Remittance instructions/address.
 - j. A *cc* indication at the bottom of the invoice with names of people who received courtesy copies.
 - k. The CEO or Executive Director must be included in the *cc*.
 - l. All data as required by your contract.
6. Upon notification of approval by the Program Liaison, Contractor shall email original signed invoices (in blue ink) to:
ssainvoices@acgov.org and irene.wu2@acgov.org

IV. Funding and Reporting Requirements

Payment to Contractor is contingent upon timely receipt of invoice documents and programmatic reporting as described in Exhibit A-2.

V. Additional Terms and Conditions of Payment

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

- E. Invoices will be reviewed for approval by the County, within 10 days of receipt from Contractor.
- F. Total payment under the terms of this Agreement will not exceed the total contract amount/maximum detailed in Exhibit B-6. This cost includes all taxes and all other charges.
- G. Provisional payments may be provided under this Agreement at the sole discretion of the County. Contractor will ensure that no provisional payments made under this Agreement are commingled with any other funds in the possession of or vested in Contractor or to which Contractor is entitled. Any interest earned on said provisional payments shall be treated as program income. All program income shall remain with Contractor and may be expended under this Agreement until such time as no further program activities are planned by Contractor, at which time any unexpended program income will be returned to County.
- H. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

EXHIBIT B-6**Line-Item Budget for STEP Grant**

Exhibit B-6 PY 25-26

STEP/WIOA Youth / CFDA: 17.259

WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA) Grants**LINE ITEM BUDGET / COST REIMBURSEMENT****Contract Period****7/1/25 to 12/31/26****CONTRACTOR:** Eden Area ROP**ACTIVITIES: STEP Forward / WIOA Title IV****NOTE: Contract reimbursement for PY 25/26 is limited to the WDB approved****Exhibit B-6 LINE-ITEM BUDGET TOTAL**

\$673,621.39

A. LINE ITEMS for COST REIMBURSEMENT		Yr 2 Grant Funds	Yr 3 Grant Funds	TOTAL
1.	Staff Salaries *	\$146,190.67	\$203,478.45	\$349,669.12
2.	Staff Fringe Benefits	\$61,612.73	\$79,034.00	\$140,646.73
3.	Staff Travel	\$676.22	\$1,200.00	\$1,876.22
4.	Workplace Readiness Training Stipends	\$15,250.00	\$15,000.00	\$30,250.00
5.	Work Experience Wages	\$59,015.20	\$40,000.00	\$99,015.20
6.	Work Experience Taxes	\$14,784.12	\$8,000.00	\$22,784.12
7.	Employer of Record Fee	\$14,090.00	\$15,290.00	\$29,380.00
8.				
9.				
10.				
11.				
12.				
13.				
		\$311,618.94	\$362,002.45	\$673,621.39
8/18/25 4:46 PM				\$673,621

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Directors and Officers Liability Including Employment Practices Liability	\$1,000,000 per occurrence
E	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
F	<u>Endorsements and Conditions:</u> ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	

EXHIBIT D
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

“ Check if continued on the attached page.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute the signature of this Certification.

CONTRACTOR (COMPANY): _____	
NAME/TITLE OF AUTHORIZED SIGNER: _____	
SIGNATURE: _____	DATE: _____

EXHIBIT G-1

**ALAMEDA COUNTY WORKFORCE DEVELOPMENT BOARD
CERTIFICATION REGARDING LOBBYING**

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

LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

EXHIBIT H

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010**
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board approve the Ongoing MOU with Early Care & Education Pathways to Success (ECEPTS) for Careers in Education Youth Apprenticeship

BACKGROUND

The California Apprenticeship Initiative New and Innovative Grant Program (CAI Program) award selected California community colleges and K-12 local education agencies to create new and innovative apprenticeship opportunities in priority and emerging industry sectors or areas in which apprenticeship training is not fully established or does not exist. Grant award amounts are based on the amounts requested in grant applications. Up to \$1,500,000 was allowed for Apprenticeship Program Implementation Grants to \$120,000 for Planning Grants. These investments will support the state in achieving its goal to serve 500,000 apprentices between 2019 and 2029.

CURRENT SITUATION

In 2023-2024, the Eden Area ROP was awarded \$184,897 to support the development of a Careers in Education Pre-Apprenticeship. Since the grant application, we have been working with Early Care and Education Pathways to Success (ECECPTS), a national leader in Early Childhood Education Apprenticeships to align our Careers in Education Program with their Apprenticeships.

On June 6, 2025, the Eden Area ROP approved the formal linkage agreement will link our programs so that Eden Area ROP Careers in Education students will be registered pre-apprentices. During the 2025-2026 school year, in conjunction with the Alameda County Office of Education (ACOE), the program transitioned into a Youth Apprenticeship that will now include paid on-the-job training (OJT) for participating students during the summer.

This MOU codifies the roles and responsibilities of the partners. Eden Area ROP Youth Apprentices will receive the same priority status to continue in the Chabot Early Childhood Education Apprenticeship but will enter the program with an Assistant Teachers Permit and paid OTJ. Students will also be earning up to 12 Dual Enrollment units through Chabot Community College.

RECOMMENDATION

It is recommended that the Governing Board approve the MOU with Early Care & Education Pathways to Success (ECEPTS) for Careers in Education Youth Apprenticeship.



Memorandum of Understanding

This Memorandum of Understanding (the “**MOU**”) is made and entered into on **July 27, 2026** (the “**Effective Date**”), by and between **Eden Area Regional Occupational Program (EAROP; “Partner”)** and **Early Care & Education Pathways to Success**, a fiscally sponsored project of Tides Center (“**ECEPTS**”). ECEPTS and Partner (each a “**Party**” and collectively the “**Parties**”) enter into this MOU to set forth the terms upon which they will collaborate in connection with ECEPTS’ Apprenticeship programs (the “**Program**”).

1 Other Agreements.

The Parties acknowledge that, in connection with the Program, they may be party to one or more other agreements and/or subject to other terms and conditions, including without limitation the Registered Apprentice Standards (collectively, “**Other Terms**”). In event of conflict between this MOU and the Other Terms, the Other Terms shall govern.

2 Partner Responsibilities.

Partner will, in the role(s) of **Lead Agency and Related Instruction Provider-Regional Occupational Center/Program**, perform the duties applicable to its role set forth in Exhibit A to this MOU, and any other duties as mutually agreed with ECEPTS. Partner’s activities under this MOU will be conducted in a timely and professional manner consistent with industry standards and in compliance with applicable law and this Agreement.

3 ECEPTS Responsibilities.

ECEPTS will perform the duties applicable of **Industry Intermediary & Apprenticeship Sponsor**, as set forth in Exhibit A to this MOU.

4 Costs.

This MOU does not supersede any payment or financial terms in any Other Terms. Subject to the foregoing, unless otherwise mutually agreed in writing, each Party will bear their own costs in connection with their performance under this MOU.

5 Relationship.

The relationship between the Parties is that of independent contractors. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary or similar relationship between Partner and Tides, and Partner is not entitled to any employment rights or benefits of Tides. Partner is not an agent of Tides and has no authority to enter into any contract nor to incur any liability, debt, or other obligation on behalf of Tides.

6 Confidentiality & Access.

Partner will treat as confidential any information provided by or on behalf of ECEPTS or Tides in connection with this Agreement that is identified in advance as confidential or proprietary, or

which would be reasonably considered confidential given the circumstances and nature of disclosure (collectively, the “**Confidential Information**”). Partner shall use the Confidential Information only for the purpose of performing under this MOU or applicable Other Terms. Following termination of this MOU, or upon any request by ECEPTS or Tides, Partner shall return or destroy any and all Confidential Information.

In addition, Partner may have access to Tides and/or ECEPTS records, equipment, software, methodologies, protocols, data, designs, documents, and other materials (collectively and each “**Materials**”) in connection with this MOU. Tides will retain sole ownership of all Materials and other tangible, real or intellectual property made available to Partner.

7 Term & Termination.

Each party may terminate this MOU if the other party fails to fulfil its obligations hereunder, including as set forth on Exhibit A, provided that it gives the other party written notice of the issue and, if the issue is remediable (in the reasonable judgment of the party providing notice), thirty (30) days to cure it. The parties may agree to a longer cure period in writing. Any cure must be to the terminating party’s reasonable satisfaction. Subject to the foregoing, this MOU is effective as of the Effective Date and will continue in full force and effect until the Program ends or Partner exits from the Program pursuant to mutual agreement with Tides.

Upon termination of this Agreement, any terms which by their nature are intended to extend beyond termination will remain in effect until fulfilled, including without limitation Sections 1 and 6-10.

8 Insurance & Indemnification.

Each party will maintain during the term of this MOU insurance at levels reasonable and customary for its industry, including any insurance required by applicable law. Partner will indemnify, defend, and hold harmless Tides and its affiliates, and its and their directors, officers, and employees, from any third-party claim or action and associated liabilities, damages, and other costs (including reasonable attorney’s fees) in connection with or arising from its failure to comply with the terms of this MOU.

9 Choice of Law & Venue.

This Agreement is governed by California law. Unless applicable law, regulation, or the Other Terms require otherwise, any dispute will be resolved by the state and federal courts located in the County of San Francisco, California, having jurisdiction. Each party hereby irrevocably waives any claim of inconvenient forum.

10 General Provisions.

Partner may not assign its rights or delegate its duties under this MOU to any other party without the prior written consent of ECEPTS. If any provision of this MOU is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be deemed modified so as to be valid and enforceable to the extent permitted by law. This MOU may be executed in one or more counterparts, each of which will be deemed an original and all of which will be deemed to be one instrument. Electronic signatures shall be deemed original signatures.

Accepted and agreed: By signing this Agreement, the Partner acknowledges that they have read and agreed to their role and responsibilities set forth in Exhibit A of this MOU.

TIDES CENTER

PARTNER

Signature

Signature

Print name

Print name

Print title

Print title

Date

Date

Exhibit A

ECEPTS APPRENTICESHIP PARTNERSHIP

Roles & Responsibilities: Industry Intermediary & Apprenticeship Sponsor

Roles and responsibilities of the Industry Intermediary and Sponsor in an ECEPTS Youth Apprenticeship Partnership include, but may not be limited to, the following¹:

1. Provide overall leadership to the partnership and collaborate with all partners on project planning, implementation, and sustainability activities.
2. Coordinate apprenticeship registration and data collection with CA Division of Apprenticeship Standards and US Department of Labor (e.g., Employer Agreements, Apprentices Registration, competency-based assessments, RI attendance records, etc.).
3. Provide technical assistance and support to the partnership related to participant outreach, recruitment, selection, enrollment, and registration (e.g., defining eligibility criteria, developing program materials, establishing implementation timeline, etc.).
4. In coordination with OJT partners, contribute to the development and implementation of the apprenticeship program mentoring framework, competency development, non-credit training components, and other participant supports.
5. In cooperation with RI partners, contribute to the design and implementation of related instruction components (e.g., course sequence, tutoring, academic advisement, student course registration, required materials) and other participant supports.
6. Fortify the partnership efforts to ensure the long-term sustainability of ECEPTS Apprenticeship Programs (e.g., seeking funding opportunities, contributing to development of funding proposals).
7. Lead the apprenticeship partnership in implementing continuous quality improvement activities that may result in revisions to program structure, participant support services, timeline, etc., and support the apprenticeship program partnership in resolving unforeseen challenges, program revisions, etc.

¹ Changes to the above are permitted as long as all impacted partners are in mutual agreement.

ECEPTS APPRENTICESHIP PARTNERSHIP Roles and Responsibilities: Lead Agency

Roles and responsibilities of the Lead Partner(s) in an ECEPTS Youth Apprenticeship Partnership include, but may not be limited to, the following²:

1. Actively and consistently participate in ECEPTS Apprenticeship Partnership meetings in order to develop a community of practice across project partners and to inform and contribute to continuous quality improvement.
2. Assume a leadership role in organizing the youth apprenticeship partnership.
 - a. Support shared decision-making with an outcomes-driven, ECEPTS-aligned approach throughout program design and implementation.
 - b. Coordinate and facilitate meetings among appropriate partnership partners to ensure planned timeline and deadlines related to program are met.
3. Maintain ongoing communication with the ECEPTS team and partners to ensure that information is shared in a timely and effective manner, and that any delays or difficulties encountered around deadlines, timeline, or program expectations are flagged appropriately and resolved successfully.
4. Based on thoughtful and thorough feedback from partners and the ECEPTS team, ensure that apprenticeship materials and worksheets are completed and submitted to ECEPTS in a timely manner (e.g., Project Design and Budget worksheets, LEA letters, Partnership Agreements, Apprentice applications and enrollment forms, etc.)
5. Once the apprenticeship program launches, continue to coordinate regular meetings of the partnership per the requirements outlined in the Apprenticeship Standards, with a focus on troubleshooting program implementation challenges, ensuring long-range program sustainability, and planning for program replication and expansion.
6. Track the collection and submission of outcomes data as required by ECEPTS (e.g., grade reports, OJT attendance records, apprenticeship competencies).
7. Oversee the apprentices' registration process and timeline, ensuring youth participants status is up to date in compliance with the CA Division of Apprenticeship Standards.
8. Strengthen the partnership by proactively leading partners to identify, secure, and leverage diverse funding opportunities to ensure long-term program sustainability.

² Changes to the above are permitted as long as all impacted partners are in mutual agreement.

ECEPTS APPRENTICESHIP PARTNERSHIP

Roles & Responsibilities: Related Instruction Provider - College

Roles and responsibilities of the Related Instruction (RI) provider(s) in an ECEPTS Youth Apprenticeship Partnership include, but may not be limited to, the following:³

1. Actively and consistently participate in ECEPTS Apprenticeship Partnership meetings in order to develop a community of practice across project partners and to inform and contribute to continuous quality improvement.
2. Coordinate Related Instruction (RI) component of the apprenticeship:
 - a. Provide college coursework according to a schedule and format that meets the needs of apprentices.
 - b. Identify, hire, orient, and supervise course instructors in coordination with EAROP.
 - c. Develop and coordinate delivery of academic-related project components through Chabot Adjunct Instructor/EAROP Instructor (e.g., embedded tutors, course scheduling, academic advisement, technology training).
 - d. Provide ongoing academic support and guidance to apprentices through Chabot Adjunct Instructor/EAROP Instructor.
 - e. Bring concerns or issues about the RI component or apprentices to the immediate attention of the apprenticeship program partnership.
3. Track delivery of college coursework and provide ECEPTS with academic outcomes data (e.g., attendance records, grade reports).
4. Access community college funding streams (e.g., CAI, FTES, RSI, Strong Workforce) and/or workforce development funding streams (e.g., WIOA, local workforce development boards, AJCC's) to ensure long-term program sustainability.
5. Maintain ongoing communication with ECEPTS to contribute to the development of the apprenticeship program systems, policies, and procedures; provide progress and data reports (e.g., grant reports, DOL/DAS reports); troubleshoot/resolve challenges related to RI.

³ Changes to the above are permitted as long as all impacted partners are in mutual agreement.

ECEPTS APPRENTICESHIP PARTNERSHIP

Roles & Responsibilities: Related Instruction Provider – Regional Occupational Program

Roles and responsibilities of the Related Instruction (RI) provider(s) in an ECEPTS Youth Apprenticeship Partnership include, but may not be limited to, the following:⁴

1. Actively and consistently participate in ECEPTS Apprenticeship Partnership meetings in order to develop a community of practice across project partners and to inform and contribute to continuous quality improvement.
2. Coordinate Related Instruction (RI) component of the apprenticeship:
 - a. Identify, hire, orient, and train project staff involved in the apprenticeship program (e.g., school administrators, counselors, work-based learning liaisons, dual enrollment specialists, CTE coordinators, instructors)
 - b. Develop and coordinate delivery of academic-related project components (e.g., embedded tutors, course scheduling, academic advisement, technology training).
 - c. Support the delivery of RI instruction according to a schedule and format that meets the needs of apprentices.
 - d. Provide ongoing academic support and guidance to apprentices.
 - e. Bring concerns or issues about the RI component or apprentices to the immediate attention of ECEPTS.
3. Outreach, Recruitment, Selection and Enrollment:
 - a. With technical support from ECEPTS, establish apprentices' eligibility criteria, develop launch timeline, outreach strategy, recruitment and selection process, and program materials (e.g., marketing materials, interest forms, applications).
 - b. Lead student engagement and provide relevant information regarding program components, requirements, expectations, and long-term career opportunities.
 - c. Lead parent engagement and provide the appropriate information regarding program components, requirements, and expectations.
 - d. Lead apprentices' program orientation and facilitate apprenticeship enrollment process.
4. Access funding streams (e.g., CAI, Strong Workforce) and/or workforce development funding streams (e.g., WIOA, local workforce development boards, AJCC's) to ensure long-term program sustainability.
5. Maintain ongoing communication with ECEPTS to contribute to the development of the apprenticeship program systems, policies, and procedures; provide progress and data reports (e.g., grant reports, DOL/DAS reports); troubleshoot/resolve challenges related to RI.

⁴ Changes to the above are permitted as long as all impacted partners are in mutual agreement.

ECEPTS APPRENTICESHIP PARTNERSHIP

Roles & Responsibilities: On-the-Job Training Provider

Roles and responsibilities of the Employer Partner(s) in an ECEPTS Youth Apprenticeship Partnership include, but may not be limited to, the following⁵:

1. Actively and consistently participate in ECEPTS Apprenticeship Partnership meetings in order to develop a community of practice across project partners and to inform and contribute to continuous quality improvement.
2. Coordinate On-the-Job Training (OJT) component of the apprenticeship:
 - a. Contribute to the development of apprentices' eligibility criteria, selection, hiring procedures, and materials.
 - b. Lead the apprentices' OJT placement and onboarding process in collaboration with the youth apprenticeship partnership
 - c. Identify, train, supervise project staff involved in the RAP (e.g., site supervisors, project directors, success coordinators, supervising teachers, mentors).
 - d. Develop and implement the apprenticeship program mentoring framework, competency development, non-credit training components, and other participant supports.
 - e. Ongoing review of OJT activities and apprentices' progress to ensure that the apprentices meet competency development goals.
 - f. Provide apprentices with opportunities that foster the cohort experience while engaged in OJT activities.
 - g. Bring concerns or issues about the OJT component or apprentices to the immediate attention of the RAP partnership.
3. Track implementation of OJT and provide ECEPTS with outcomes data (e.g., attendance records, apprenticeship competencies).
4. Maintain ongoing communication with ECEPTS to contribute to the development of the apprenticeship program systems, policies, and procedures; provide progress and data reports (e.g., grant reports, DOL/DAS reports); troubleshoot/resolve challenges related to OJT.

⁵ Changes to the above are permitted as long as all impacted partners are in mutual agreement.



DATE: September 3, 2026
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board approve the Contract with San Jose Charter for Student Transportation for 2026-2027 School Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services for students with participating districts and outside vendors.

CURRENT SITUATION

For the 2026-2027 school year, the Eden Area ROP is continuing the contract between San Jose Charter and the Eden Area ROP to provide daily transportation services to and from Castro Valley USD and San Leandro USD high schools and the Eden Area ROP Center.

RECOMMENDATION

It is recommended that the Governing Board approve the contract with San Jose Charter for student transportation for 2026-2027 school year.

SAN JOSE CHARTERS
INC. 2920 Daylight Way
San Jose CA 95111
Bus: (408) 360-9883
Fax: (408) 360-0790
TCP 016831-A



Sales Person: Sara Magana

OFFER TO CHARTER

Reservation ID: 1822569

Company: Eden Area Regional Occupational Program
CompanyAddress: 26316 Hesperian Blvd
Company City: Hayward, CA 94545-
Contact Name: Manuschka Michaud
Business Phone: 510-293-2904
Fax Number: 510-293-8224 E-mail: mmichaud@edenrop.org

No Buses: 2
No Pax: 56



Departure Information

Trip Date: 8/13/2026
Depart Time: 8:00
Address: (see itinerary)
City/Zip: San Leandro/Castro Valley CA 00000
Host:
Group Name: Eden Area ROP 2026-2027

Destination Information

Address: Eden Area ROP-26316 Hesperian Blvd
City/Zip: Hayward CA 94545
Return Date: 6/3/2027
Return Time: 11:50
Drop-Off Date: 6/3/2027
Drop-Off Time: 16:05

ITINERARY

1 bus for San Leandro HS & Lincoln HS for AM & PM service
1 bus for Castro Valley & Redwood HS for AM & PM service

Changes- (add or remove a route) must be made in writing 30 days prior to changes taking effect

Cancellation of contract- must be made in writing 60days prior to cancelling services

\$1420.00 per bus/per route-DSL \$7-\$8
Total cost for 180 days= \$511,200.00

Item	Qty	Price	Subtotal
San Leandro & Lincoln HS 180 days	1	\$255,600.00	\$255,600.00
Castro Valley & Redwood HS 180 days	1	\$255,600.00	\$255,600.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
Driver Tip	0	\$0.00	\$0.00
Please make checks payable to SAN JOSE CHARTERS, INC. and include your RESERVATION ID to ensure accurate processing.	Discount:	0.00%	\$511,200.00
	Bridge/Tolls:		\$0.00
	Parking Fees:		\$0.00
	Fuel Surcharge:		\$0.00
	TOTAL:		\$511,200.00

Deposit Amount:	\$0.00
Deposit Date:	
Balance Due:	\$511,200.00
Balance Due Date:	

By signing this document, I affirm that I have read and understood the terms and conditions outlined in pages 1-2 of this contract. I agree to abide by those terms.

If the deposit and or full payment is not received by the due dates stipulated we reserve the right to cancel services without notice. (For schools, a PO must be provided).

We must receive signed offer within 5 business days of issuance to reserve your date and rate.

Client's Signature

Date

SAN JOSE CHARTERS
INC. 2920 Daylight Way
San Jose CA 95111
Bus: (408) 360-9883
Fax: (408) 360-0790
TCP 016831-A



Sales Person: Sara Magana

OFFER TO CHARTER

Reservation ID: 1822569

TERMS AND CONDITIONS

PRICE: The price on this confirmation is based on the itinerary given to San Jose Charters at the time of pricing. Client agrees to pay additional charges that were unknown at the time of booking. Any changes made to this charter order 72 hours prior to the charter are subject to a \$50 processing fee. Any changes made 24 hours or less to the charter are subject to a \$75 processing fee. These fees are in addition to any additional charges which may be incurred due to itinerary changes. Any changes to the final itinerary will need to be done via email during regular business hours. On the day of the trip any changes in the itinerary MUST be approved by our office and may result in additional charges.

PAYMENT: 10% deposit or \$250 (whichever is greater) per vehicle requested is due upon receipt of our written confirmation. Final payment is due 30 days prior to trip date. Reservations made less than 30 days prior to the trip date must be paid by credit card or cash at the time of booking. A \$35 fee will be charged for any checks returned to us by the bank.

CANCELLATION: Customer will receive a full refund on the deposit if the trip is cancelled 30 days prior to the departure date. Customer will be charged 50% of the total amount if cancellation is made 29 – 7 days prior to departure date. There is no refund if cancelled 6 days or less prior to the departure date. Full amount will be charged if trip is cancelled at the spot location. All cancellations are subject to a \$50 Administrative fee. For multiple motor coaches, Administrative fee will be at management's discretion.

SPAB PAYMENT AND CANCELLATION: Payment for all SPAB coach moves must be received in full 6 weeks prior to the departure date. For these moves a cancellation fee of \$500 per coach will occur if cancelled 4 weeks prior to departure date. If trip is cancelled 3 weeks prior to the departure date, a fee will be charged at management's discretion. This ONLY applies to SPAB moves

OVERTIME AND ADDITIONAL CHARGES: Time and charges begin when the motor coach arrives at the pick-up location. If there is an error stated in the address, you shall be charged for the time needed to reroute the motor coach to a different address.

You agree to pay the following additional expenses incurred in connection with Charter services directly to the Charter Company: (i) driver's lodging (if not paid by the client) (ii) tolls (iii) parking fees (iv) additional stops and (v) any other expenses incurred directly by the Charter Company in connection with the provision of the Charter Services.

DRIVER'S LODGING: You agree if required, to arrange for appropriate lodging for drivers that meet or exceed the following minimum standards: 3 star or better hotel/motel, private room with private shower and bathroom. Parking at the hotel for bus(es) and any incurred Parking fees. Hotel must be within a 5 mile radius of destination. If you fail to provide the driver(s) with private lodging meeting the listed requirements, you (i) authorize the Charter Company to procure such alternative lodging for the driver(s) and (ii) agree to reimburse the Charter Company for the cost of any such alternative lodging.

CHARTER SERVICES: The Charter Company or the driver may terminate any trip without refund in its sole discretion, if (i) The driver feels that you or any of the passengers are putting the driver or any of the passengers in danger or harm or (ii) you and/or any of the passengers are in possession of any illegal material and/or substance. This is without exception.

Drivers must follow FMCSA Hours of Service Regulations and other applicable regulations and shall not agree to any request to exceed the regulated FMCSA Hours of Service or to violate any other regulations. These regulations restrict driving time to ten (10) hours and duty time to fifteen (15) hours. Driving and duty time start and end at the garage. Unless agreed in writing at the time of the reservation, driver is not obligated to arrange buses with more than one driver on each bus. Drivers are entitled to a hotel room no later than when they reach these restrictions on driving and/or duty times. Driver may terminate any trip without refund in its sole discretion if you or any of the passengers attempt to force the driver to exceed regulated FMCSA Hours of Service or to violate any other applicable regulations. If driver reaches the legal driving time, he/she will pull over and will not continue with the trip, regardless if destination has been reached or not. If destination has not been reached, the group is responsible for getting their own transportation to their final destination and obtaining a hotel room for the driver where ever he/she stops

HOTEL/CASINO CHARTERS: San Jose Charters is not responsible for changes made to the cost, bonus or availability for any hotel and or casino.

DAMAGE OR RETURN OF VEHICLE IN UNACCEPTABLE CONDITION: Our motor coaches are inspected and cleaned prior to departure from our garage. Any damage to seats, windows or other parts of the motor coach that is caused by a member of the group chartering the motor coach shall be the financial responsibility of the chartering group. San Jose Charters will bill the group for repairs and damage. If the vehicle requires excessive cleaning (garbage, vomit, spills, stains etc.), the group will be charged up to \$300 per vehicle. Kegs, glass bottles, or propane tanks are not permitted on our vehicles.

PERSONAL ITEMS AND LUGGAGE: San Jose Charters is not responsible for luggage, or any items left, stolen or damaged on the bus.