

# **GOVERNING BOARD MEETING AGENDA**

Thursday, May 3, 2018 5:45 pm

<mark>Location:</mark> 26316 Hesperian Blvd Hayward, CA 94545

Website: www.edenrop.org

Phone Numbers: (510) 293-2971 Fax (510) 293-8225



# **Governing Board Members**

Peter Oshinski, President Dot Theodore, Vice-President Marilyn Stewart, Member Dr. Luis Reynoso, Member San Leandro Unified School District Castro Valley Unified School District San Lorenzo Unified School District Hayward Unified School District

# **Mission Statement**

The mission of the Eden Area Regional Occupational Program is to prepare students for careers and further education as well as to instill workplace skills and ethics that enable them to compete successfully in the economy of today and the future.



Regular Meeting of the ROP Governing Board Eden Area ROP Board Room 26316 Hesperian Blvd., Hayward, CA 94545

Date: Thursday, May 3, 2018

Time: 5:45 p.m.

# **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.

Visitors wishing to address the Governing Board are asked to 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 Administrative Secretary. Any member of the audience may speak on any agenda item by following this process, or upon recognition by the Chairperson by identifying him/herself and his/her organization affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the Governing Board on a matter relating to the Eden Area ROP that does not appear on the agenda, this may be done during the "Other Business" section.

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

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

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Mission Statement
- V. Approval of Agenda
- VI. Consent Calendar

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of March 1, 2018 (pages 4-8)
- B. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of April 12, 2018 (pages 9-10)

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- C. Request the Governing Board to approve the Minutes of the Special Governing Board Meeting of April 19, 2018 (pages 11-12)
- D. Request the Governing Board to approve the Bill Warrants (pages 13-22)
- E. Request the Governing Board to approve the Personnel Action Items (pages 23-24)
- F. Request the Governing Board to approve the Listed Donations-Marilyn Blossom (page 25)
- G. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 26-27)
- H. Request the Governing Board to approve the Disposal of Obsolete Surplus Items (pages 28-30)
- I. Request the Governing Board to approve the Addendum with Del Conte Landscaping, Inc for Landscaping for the 2017-2018 School Year (pages 31-33)
- J. Request the Governing Board to approve the Revised Contract with American Stage Tours for Sophomore Tour Transportation for the 2017-2018 School Year (pages 34-44)
- K. Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2018-2019 School Year (pages 45-51)
- L. Request the Governing Board to approve the Agreement with Cindy Christovale for Direct Support Professional Training for the 2018-2019 School Year (pages 52-58)
- M. Request the Governing Board to approve the Agreement with Fresno County Office of Education for Direct Support Professional Training for the 2018-2019 School Year (pages 59-69)
- N. Request the Governing Board to approve the Agreement with John Peters for Consulting for the First Responders Program for the 2018-2019 School Year (pages 70-76)
- O. Request the Governing Board to approve the MOU with Alameda County Office of Education Network for Access Plus Service for the 2018-2019 School Year (pages 77-83)
- P. Request the Governing Board to approve the MOU with Mario Monterrosa-Instituto Monterrosa de Electricidad for the Spanish Electrical Trainee Program for the 2018-2019 School Year (pages 84-86)

# VII. Information Items

- A. Staff Recognition (page 87)
- B. Career Counselor Report (page 88)
- C. WASC Action Plan-Three Year Report (page 89)

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# VIII. Action Items

- A. Request the Governing Board to approve the Revised Governing Board Meeting Date for June 2018 (page 90)
- B. Request the Governing Board to approve the Adoption of Resolution 7-17/18: Day of the Teacher (pages 91-92)
- C. Request the Governing Board to approve the Adoption of Resolution 8-17/18: Classified Employees' Week (pages 93-94)
- D. Request the Governing Board to approve the Adoption of Resolution 9-17/18: Temporary Borrowing Between Funds (pages 95-96)
- E. Request the Governing Board to approve the Adoption of Resolution 10-17/18: Year End Budget Transfers of Funds (pages 97-98)
- F. Request the Governing Board to approve the Adoption of Resolution 11-17/18: Authority to Sign Contracts for the 2018-2019 Fiscal Year (pages 99-100)
- G. Request the Governing Board to approve the Adoption of Resolution 12-17/18: Delegation of Powers to Agents for the 2018-2019 Fiscal Year (pages 101-102)

# IX. Superintendent's Report

# X. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

# XI. Recess to Closed Session

A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/Dismissal/Release

# XII. Reconvene to Open Session and Report Action Taken in Closed Session

A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/Dismissal/Release

# XIII. Adjournment

# Consent Calendar





# Minutes of the Regular Meeting of the ROP Governing Board March 1, 2018

# I. Call to Order

Mr. Peter Oshinski, President, called the meeting to order at 5:46 p.m. on Thursday, March 1, 2018 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

# II. Roll Call

Roll was called by Gabriela Juarez, Executive Assistant.

# **Eden Area ROP Governing Board Present:**

Peter Oshinski, President San Leandro USD
Dot Theodore, Vice President Castro Valley USD
Marilyn Stewart, Member San Lorenzo USD

Dr. Luis Reynoso, Member Hayward USD arrived 6:01 pm

Superintendent: Linda Granger-present

# ROP Administrators in Attendance:

Craig Lang Director

Bernie Phelan Assistant Director of Off-site Programs
Stefanie Bradshaw Assistant Director of Adult Programs

Marites Fermin Business Manager Evan Goldberg Grant Coordinator

# **ROP Staff in Attendance:**

Bill Deslaurier Construction Technology Program Instructor

Rick Charles Marketing Program Instructor

Gabriela Juarez Superintendent's Executive Assistant

Kathrina Miranda Marketing Program Instructor

Audra Muñoz Career Counselor

Romy Shivers-Adeyemi Marketing Program Instructor

# Others Present:

Students of the month and their families

# III. Pledge of Allegiance

Miguel Gonzalez led the Pledge of Allegiance.

# IV. Mission Statement

Miguel Gonzalez read the Eden Area ROP mission statement.

# V. Approval of Agenda

Trustee Dot Theodore moved to approve the agenda. Trustee Marilyn Stewart seconded the motion. By the following vote, the agenda was approved.

AYES: 3 (Oshinski, Stewart, Theodore)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Reynoso)

# VI. Student of the Month Awards

The following students were honored by their teachers, ROP Staff and the Governing Board as students of the month for March 2018:

Eriz Sartiga Mt. Eden High Entrepreneurship

Miguel Gonzalez Arroyo High Construction Technology

Isabela Custodio Hayward High Entrepreneurship
Jovel Ramos San Lorenzo High Marketing Economics

Audra Muñoz, introduced the instructors, who presented their students to the Governing Board. A framed Certificate of Achievement was presented to each student by their district Governing Board representative. Each student was given an opportunity to introduce their family and say a few words. The families and students were welcomed to a short reception in the small conference room.

#### VII. Consent Calendar

Trustee Dot Theodore moved to approve the Consent Calendar items as written.

- A. Approve the Minutes of the Regular Governing Board Meeting of February 1, 2018
- B. Approve the Bill Warrants
- C. Approve the Statement of Facts Roster of Public Agencies Filing
- D. Approve the Receipt of the Workability I Program Funds
- E. Approve the Advisory Committee Meeting Minutes

Trustee Marilyn Stewart seconded the motion.

AYES: 4 (Oshinski, Reynoso, Stewart, Theodore)

NOES: 0 ABSTAIN: 0 ABSENT: 0

# VIII. Information Items

# A. CDE Course Review-Construction Technology Pathway

Mr. Craig Lang, Director, introduced Bill Deslaurier to present information about the Construction Technology program. The curriculum for the program includes learning to use hand tools, power tools, site and building layout, roofing, insulation, ceiling, floors, solar

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panels, electrical, plumbing, HVAC systems, windows and layouts. Mr. Deslaurier also prepares his students with soft skills such as respect, punctuality, reputation, personal responsibility, professional behavior, safety, pride, integrity, commitment, personal appearance, focus, responsibility to others and adherence to rules. Mr. Deslaurier runs the class as if it were an actual construction site.

He reviewed the projects that students have completed on campus, the high school sites and in the community. Students have made picnic tables, installed a fence, built a pergola, built a storage cabinet and worked with the Hayward Shoreline to clean up the access road and making multiuse disposal bins.

# IX. Action Items

# A. Request the Governing Board to approve the 2017-2018 Second Interim Budget Report

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Marilyn Stewart, the Governing Board approved the 2017-2018 second interim budget report.

AYES: 4 (Oshinski, Reynoso, Stewart, Theodore)

NOES: 0 ABSTAIN: 0 ABSENT: 0

B. Request the Governing Board to approve the adoption Resolution 4-17/18: Signature Card-Board Members, Resolution 5-17/18: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 6-17/18: Signature Card-Authorized Agents: Official Documents and Reports

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Marilyn Stewart, the Governing Board approved the adoption Resolution 4-17/18: Signature Card-Board Members, Resolution 5-17/18: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 6-17/18: Signature Card-Authorized Agents: Official Documents and Reports.

AYES: 4 (Oshinski, Reynoso, Stewart, Theodore)

NOES: 0 ABSTAIN: 0 ABSENT: 0

# X. Superintendent's Report

Linda Granger wanted to highlight that our Automotive program has been going through the process of getting their NATEF certification. It is similar to a WASC self-study for the automotive industry. The three day visit has been completed.

Superintendent Granger shared an email from a parent about her student's experience in the Give Kids a Smile event. Ms. Granger read the email that stated:

I just wanted to take a moment to say thank you very much for offering my daughter, Hannah, the opportunity to volunteer at the Give Kids a Smile event that was held on Saturday at the

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Union City Dental Care Center. It was a great opportunity for her as she has the desire to become a dentist and will be going to the University of the Pacific in the fall. After volunteering Hannah told her father and me, that if she wasn't sure before she now knows 100% that this is the career choice for her. Being with the dentist and assistants gave her the confidence to be able to assist the patients and motivated her to strive for her goals in dentistry. The doctors were able to talk with her and share their knowledge of dentistry and give school advice to her. At the end of the day we were invited to into the facility and were able to talk with the doctors. Again thank you for offering this wonderful opportunity to our daughter.

Ms. Granger noted that it is an awesome testimony of a student being able to figure out their career path at an early age.

# XI. Communications

# A. Letter from Alameda County Office of Education regarding the First Interim

A letter from ACOE was received acknowledging the positive certification of the first interim.

# XII. Other Business/Governing Board Reports

#### A. Public

None

# B. Governing Board Reports

Dot Theodore, Castro Valley USD representative, shared that Castro Valley Community Alliance has a series of movies it presents at the Castro Valley Library. The movie series is a collaboration between the community and the school district on social justice issues. The next movie will be on Saturday and it is about bullying and LGBQT rights.

Peter Oshinski, San Leandro USD representative, reported that the Oakland Ballet Company is coming to San Leandro to perform JANGALA. It is a performance about bullying. They will be performing for the students March 15 and March 16 at the high school. On March 16 they will be doing a free performance for the public.

# XIII. Recess to Closed Session

The meeting was called into closed session at 6:50 pm.

# A. Personnel (Government Code Section 54957) Public Employee Discipline/Dismissal/Release/Hiring

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

The meeting resumed to open session at 7:37 p.m.

# A. Personnel (Government Code Section 54957) Public Employee Discipline/Dismissal/Release/Hiring

No action was taken in closed session. One board member objected to having the closed session discussion, and three board members agreed to it. Dr. Reynoso wanted it noted in the minutes that he objected to how the objection was presented to the public.

# XV. Adjournment

The meeting was adjourned at 7:38 p.m.
Approved by the Eden Area ROP Governing Board
Linda Granger, Superintendent
Clerk to the ROP Governing Board



# Minutes of the Regular Meeting of the ROP Governing Board April 12, 2018

# I. Call to Order

Mr. Peter Oshinski, President, called the meeting to order at 5:55 p.m. on Thursday, April 12, 2018 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

# II. Roll Call

Roll was called by Gabriela Juarez, Executive Assistant.

# Eden Area ROP Governing Board Present:

Peter Oshinski, President San Leandro USD

Marilyn Stewart, Member San Lorenzo USD arrived 6:00 pm

# **Eden Area ROP Governing Board Absent:**

Dot Theodore, Vice President Castro Valley USD Dr. Luis Reynoso, Member Hayward USD

Superintendent: Linda Granger-present

# **ROP Administrators in Attendance:**

Craig Lang Director

Bernie Phelan Assistant Director of Off-Site Programs

Marites Fermin Business Manager Evan Goldberg Grant Coordinator

# ROP Staff in Attendance:

Christina CharltonMarketing Program InstructorKent DoanCyber Security Program InstructorGabriela JuarezSuperintendent's Executive Assistant

Deborah Maynard Marketing Program Instructor

Audra Muñoz Career Counselor

Jose Sanchez Auto Technology Program Instructor

# Others Present:

Students of the month and their families

# III. Pledge of Allegiance

Teo Salvatin led the Pledge of Allegiance.

#### IV. Mission Statement

Ethan Pascual read the Eden Area ROP mission statement.

# V. Approval of Agenda

The required quorum wasn't present therefore no action was considered or taken. However, the Board Members in attendance announced the Students of the Month, received information presentations and adjourned the meeting.

# VI. Adjournment

The meeting was adjourned at 7:55 p.m.	
Approved by the Eden Area ROP Governing Board	
Linda Granger, Superintendent	
Clerk to the ROP Governing Board	



# Minutes of the Special Meeting of the ROP Governing Board April 19, 2018

# I. Call to Order

Mr. Peter Oshinski, President, called the meeting to order at 5:00 p.m. on Thursday, April 19, 2018 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

# II. Roll Call

Roll was called by Gabriela Juarez, Executive Assistant.

# Eden Area ROP Governing Board Present:

Peter Oshinski, President San Leandro USD
Dot Theodore, Vice President Castro Valley USD
Marilyn Stewart, Member San Lorenzo USD

# **Eden Area ROP Governing Board Absent:**

Dr. Luis Reynoso, Member Hayward USD

Superintendent: Linda Granger-present

# ROP Administrators in Attendance:

Craig Lang Director

Stefanie Bradshaw Assistant Director of Adult Programs

Marites Fermin Business Manager

**ROP Staff in Attendance:** 

Gabriela Juarez Superintendent's Executive Assistant

# III. Pledge of Allegiance

Marites Fermin led the Pledge of Allegiance.

# IV. Mission Statement

Craig Lang read the Eden Area ROP mission statement.

# V. Approval of Agenda

Trustee Dot Theodore moved to approve the agenda. Trustee Marilyn Stewart seconded the motion. By the following vote, the agenda was approved.

AYES: 3 (Oshinski, Stewart, Theodore)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Reynoso)

# VI. Action Items

# A. Request the Governing Board to approve the Job Descriptions for Administrators and Revised Classified Positions

Upon review of and a motion by Trustee Marilyn Stewart and a second by Trustee Dot Theodore, the Governing Board approved the job descriptions for administrators and revised classified positions.

AYES: 3 (Oshinski, Stewart, Theodore)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Reynoso)

# B. Request the Governing Board to approve the Instructional Support Specialist (High School) Position and Job Description

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Marilyn Stewart, the Governing Board approved the Instructional Support Specialist (High School) position and job description.

AYES: 3 (Oshinski, Stewart, Theodore)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Reynoso)

# C. Request the Governing Board to approve the Eden Area ROP Organization Chart for the 2018-2019 School Year

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Marilyn Stewart, the Governing Board approved the Eden Area ROP organization chart for the 2018-2019 school year.

AYES: 3 (Oshinski, Stewart, Theodore)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Reynoso)

# VII. Adjournment

The meeting was adjourned at 5:10 p.m.	
Approved by the Eden Area ROP Governing Board	
Linda Granger, Superintendent	
Clerk to the ROP Governing Board	



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Sabrina Ubhoff, Accounting Technician

**SUBJECT:** Request the Governing Board to approve the Bill Warrants

# **CURRENT SITUATION**

The bill warrants submitted for approval are for the period of Feburary 15, 2018 through April 16, 2018 and include test warrant numbers and voided warrants.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Mercedes Henderson, Personnel Coordinator

**SUBJECT:** Request the Governing Board to approve the Personnel

**Action Items** 

# **CURRENT SITUATION**

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



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Craig Lang, Director

SUBJECT: Request the Governing Board to approve the Listed

**Donations-Marilyn Blossom** 

# **CURRENT SITUATION**

Occasionally, gifts or monetary items are donated to the ROP. Marilyn Blossom donated a 1999 Lincoln Continental to the Eden Area ROP Auto Technology program.

A letter of acceptance will be sent to all donors.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

**SUBJECT:** Request the Governing Board to approve the Quarterly

**Report on Williams Act Complaints and Resolutions** 

# **BACKGROUND**

Education Code 35186 (d) requires the following:

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

# **CURRENT SITUATION**

Attached is a report for the complaints and resolutions through April 1, 2018 as specified by Education Code 35186 (d).



26316 Hesperian Blvd., Hayward, CA 94545 · (510) 293-2971·fax (510) 293-8225

# **Quarterly Report on Williams Act Complaints**

[Education Code 35186 (d)]

Report	through: <u>April 1, 2018</u>	
Distr	rict:	Eden Area Regional Occupational Program
Pers	on completing this form:	Gabriela Juarez
Title	: _	Executive Assistant to the Superintendent
	rterly Report Submission (check :: <u>April 1, 2018</u>	one)→ ☐ January 2018 ☐ April 2018 ☐ July 2018 ☐ October 2018
Date fo	or information to be reported pu	ublicly at the Governing Board meeting: May 3, 2018.
Please	check the box that applies:	
	No complaints were filed with quarter indicated above.	any school in the district during the
	•	ools in the district during the quarter g chart summarizes the nature and .

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

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Linda Grans	ger. Superintender	nt



TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the Disposal of

**Obsolete Surplus Items** 

# **BACKGROUND**

Education Code sections 60500 et. seq mandate that the Board of Education determine when items are obsolete and not required or usable for school purpose.

# **CURRENT SITUATION**

The attached list summarizes items that:

(1) Are obsolete or no longer suitable for school use (2) are to be disposed of for the purpose of replacement, or (3) are non-functional and are no longer needed for school purposes.

The Administration of the Eden Area ROP has concluded that it is necessary to dispose of the obsolete equipment and/or items.

OBSOLETE ITEMS		
DESCRIPTION	PO#	DATE RCVD
Dell Optiplex 7010 MT	P13-00255	Jun-13
Dell Optiplex 7010 MT	P13-00255	Jun-13
Dell Optiplex 7010 MT	P13-00255	Jun-13
Dell Optiplex 7010 MT	P13-00255	Jun-13
Dell Optiplex 7010 MT	P13-00255	Jun-13
Dell Optiplex 7010 MT	P13-00255	Jun-13
Dell Optiplex 7010 MT	P13-00255	Jun-13
Dell Optiplex 7010 MT	P13-00255	Jun-13
Dell Optiplex 7010 MT	P13-00255	Jun-13
Dell Optiplex 7010 MT	P13-00255	Jun-13
Dell Optiplex 7010 MT	P13-00255	Jun-13
L Desk Right Return, Grey		
Top/Charcoal Edge	P16-00163	10/16/2015
Frididaire Stack Washer/Dryer	P15-00428	6/28/2015
Mac Pro Two 2.66Ghz, Dual Core		
Intel Xeon	P07-00339	6/1/2007
Golf Cart Yamaha 1991	*CK#2044	12/1/2000
Golf Cart (Yamaha)	P05-00198	3/1/2005
Dell Optiplex 7010 MT	P13-00255	6/1/2013
Infocus LCD Projector	P06-00150	2/1/2006
HP Color LaserJet Pro 400 Printer	P08-00028	7/1/2008
Office Furnishings/ Workstation	73020092	7/1/2001
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011

non-functional non-functional

HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
HP Compaq 6200 Pro Microtower	P11-00126	6/1/2011
DELL OPTIPLEX 7010	P13-00255	6/1/2013
DELL OPTIPLEX 7010	P13-00255	6/1/2013
DELL OPTIPLEX 7010	P13-00255	6/1/2013
DELL OPTIPLEX 7010	P13-00255	6/1/2013
DELL OPTIPLEX 7010	P13-00255	6/1/2013
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DELL OPTIPLEX 7010	P13-00255	6/1/2013
DELL OPTIPLEX 7010	P13-00255	6/1/2013
DELL OPTIPLEX 7010	P13-00255	6/1/2013
DELL POWEREDGE R510	P13-00274	6/1/2013
DELL POWEREDGE R510	P13-00274	6/1/2013
DELL PV MD 3200I	P13-00274	6/1/2013



TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the Addendum with

Del Conte Landscaping, Inc for Landscaping for the 2017-2018

**School Year** 

# **BACKGROUND**

Each year the Eden Area Regional Occupational Program contracts for landscaping services.

# **CURRENT SITUATION**

Pacheco Brothers Gardening Inc. which provides the Eden Area ROP's landscaping services was acquired by Del Conte's Landscaping, Inc. on March 1, 2018. The acquisition was completed and Pacheco Brothers Gardening, Inc. was fully integrated under the name of Del Conte's Landscaping, Inc. Attached is the addendum to the existing contract with Pacheco Brothers Gardening which binds Del Conte's Landscaping, Inc. to the terms of the existing contract, confirms all obligations and the scope of work currently in place and waives credit applications from client.

There is no fiscal impact on the acquisition/merger as contractual amount remains the same.



# Dear Eden Area ROP,

Last September, Del Conte's Landscaping, Inc. finalized the acquisition of Pacheco Brothers Gardening, Inc. (PBG). The new owner, Tom Del Conte of Del Conte's Landscaping Inc. and Vision Recycling Inc., is a local entrepreneur with 45 years of excellence service to the local Bay Area communities. Tom's companies and employees have a great reputation for quality service and for unquestionably standing behind their work.

Over the last six months the Del Conte's Landscaping Executive Management Team have been working very hard to merge the acquisition into one company. On March 1, 2018 the merger will be completed and Pacheco Brothers Gardening will be fully integrated under the name of Del Conte's Landscaping, Inc. The synergies of this union will enable us to provide even higher levels of landscaping services, irrigation expertise, and coverage throughout the Bay Area from 4 branches, Fremont, Hayward, Livermore and Antioch.

Over the next 30 days we will be calling on you to facilitate the transfer of all contracts from PBG to the Del Conte's Landscaping Inc. name.

Attached is a short, straightforward mutual **addendum** (the "Addendum") to the existing contract which binds Del Conte's Landscaping ("DCL") to the terms of the existing contract, confirms all obligations and the scope of work currently in place, waives credit applications from you as a client, and commits DCL to providing certificates of insurance.

The financial strength of the merged companies will be far greater than PBG, and as such, the Addendum provides you, as a client, with the advantage of significantly more financial security. You will also begin to see upgraded trucks, new uniforms, and correspondence, all under the DCL brand. The new management team will be reaching out to our clients and stakeholders to ensure the services will be rock solid through and beyond the completion of the merger! You will see many of the same fine and very talented staff, including supervisors, route leaders, and production employees. The Del Conte management style is focused on strong employee morale, high efficiencies, and dedicated client care and curb appeal. This creates a great culture, leading to excellent and consistent delivery of a great service product! Creating a stellar product is our way of ensuring great client satisfaction!

Our management team takes a proactive approach to independently visit the properties with regularity. Additionally, notable, the DCL brand has an award-winning Irrigation Management Program which is administered from a distinct DCL Irrigation Department. This brings slight differences to internal work-order flow and irrigation personnel, but benefits the properties with



# Addendum to Service Contract

Whereas Pacheco Brothers Gardening Inc. will be merged with Del Conte's Landscaping Inc., a California corporation, as of March 1, 2018.

This Addendum amends the service contract(s) and related contractual obligations between Pacheco Brothers Gardening and Eden Area ROP.

This addendum will amend and modify any and all contracts and or contractual obligations now in effect or continuing to be in effect with or between Pacheco Brothers Gardening (PBG) and Eden Area ROP (the "Service Contracts").

Del Conte's Landscaping hereby assumes all the responsibilities, scope of work, terms and conditions, and performance obligations as specified within Service Contracts.

Additionally, Del Conte's Landscaping Inc. will supply Eden Area ROP with the requisite certificates of insurance, and licensing information as may be required by the Service Contracts.

In light of the merger, and in connection with all of the Service Contracts, Eden Area ROP hereby substitutes and replaces any and all references to PBG with Del Conte's Landscaping Inc. Eden Area ROP will direct all communications, obligations, payments or performance terms associated with the Service Contracts to Del Conte's Landscaping Inc.

Except as expressly modified by this Addendum, all terms and conditions of the Service Contracts shall remain unchanged.

Contact information to be inserted to the contract

Del Conte's Landscaping Inc.
41900 Boscell Rd. Fremont CA. 94538
www.dclandscaping.com
Corporate Office (510) 385-1891

Alan Hanrahan, Vice President DCL Contractual Contract Contact alanh@dclandscaping.com

In Idate			
Tom Del Conte, President	Date	Name, Title	
Del Conte's Landscaping Inc.			



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Bernie Phelan, Assistant Director of Off-Site Programs

**SUBJECT:** Request the Governing Board to approve the Revised Contract

with American Stage Tours for Sophomore Tour Transportation

for the 2017-2018 School Year

# **BACKGROUND**

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

# **CURRENT SITUATION**

The contracts with American Stage Tours were approved by the Governing Board on September 7, 2017. Once head counts for each school were finalized the contracts were modified.

School	<b>Tour Date</b>	Amount	<b>Revised Amount</b>
San Lorenzo High School	12/08/17	\$ 4,640.00	no changes
Arroyo High School	12/15/17	6,630.00	6,180.00
San Leandro High School	1/19/18	5,685.00	7,775.00
Hayward High School	2/02/18	5,685.00	4,640.00
Tennyson High School	2/09/18	3,480.00	4,435.00
Mt. Eden High School	2/16/18	6,730.00	no changes
Castro Valley High School	2/23/18	5,570.00	2,640.00
	Total	\$38,420.00	\$37,040.00
	<b>Total Savings</b>		\$1,380.00



Phone:

925-687-7705 925-685-5421

Fax:

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

**Charter Confirmation** 

Confirmed:

11/27/17

Charter No.:

24414

Alicia Bell

**Eden Area ROP** 

26316 Hesperian Blvd.

Hayward, CA 94545

Phone:

510-293-2950

Order Date

06/21/17

SalesRep:

**Charles Williams** 

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

Group Name: Arroyo High School

# Coaches:

Group Leader: Alicia Bell

Equipment:

Requested Driver:

4-56, 1-48, 1-26 passenger

Destination:

Hayward, CA

Friday, December 15, 2017

Leave Date: Spot Time:

Return Date:

Leave Time:

8:00 am

8:30 am

Retn\Drop Time: 3:30 pm

Pickup

**Arroyo High School** 

Friday, December 15, 2017

Destination

**Eden Area ROP** 

Location:

15701 Lorenzo Ave. San Lorenzo, CA 94580

Details:

26316 Hersperian Blvd. Hayward, CA 94545

Itinerary:

8:30am Depart Group #1 for Eden (4-56 pax only)

10:30am Depart with Group #1 for Arroyo HS (4-56 pax only)

12:00pm Depart Group #2 for Eden (all 6 coaches)

3:00pm Depart with Group #2 for Arroyo HS (all 6 coaches)

Due Dates

Description

Amount Date Received

**Transport Charge:** 

\$6,180.00

11/28/17

**Signed Contract** 

Amount Paid

\$0.00

12/29/17

**Final Payment** 

Balance Due

\$6,180.00

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

Charter Party Authorized Signature

Charles Williams Tour Coordinator



Phone: Fax:

925-687-7705 925-685-5421

Toll Free

www.americanstagetours.com

Website: Email:

info@americanstagetours.com

# S.P.A.B Terms and Conditions

26316 Hesperian Blvd.

Hayward, CA 94545

Charter No.:

24414

Monday, November 27, 2017

Alicia Bell **Eden Area ROP**  Phone:

510-293-2950

Fax:

Order Date

06/21/17

SalesRep:

**Charles Williams** 

The attached Charter 24414 in the amount of \$6,180.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

#### RATES:

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

#### **DEPOSITS:**

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

#### CANCELLATIONS:

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

# PROHIBITED SUBSTANCES:

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

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

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

- 16 consecutive hours on duty in any one day. 1.
- Of this 16 hours, a maximum of 10 hours may be actual driving hours. 2.
- Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

# **OVERNIGHT CHARTER TRIPS:**

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

#### DISCLAIMER:

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

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

Charter Party Signature



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

**Charter Confirmation** 

Confirmed:

11/01/17

Charter No.:

24415

Alicia Bell

**Eden Area ROP** 

26316 Hesperian Blvd.

Hayward, CA 94545

Phone:

510-293-2950

Order Date

06/21/17

SalesRep:

**Charles Williams** 

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

Group Name: San Leandro High School

Friday, January 19, 2018

# Coaches:

7

Group Leader: Alicia Bell

Equipment:

Requested Driver:

4-56 pax, 2-47 pax, 1-48 pax

Destination:

Hayward, CA

Return Date:

Friday, January 19, 2018

Leave Date: Spot Time:

8:00 am

8:30 am Leave Time:

Retn\Drop Time: 3:30 pm

Pickup

San Leandro High School

Destination

**Eden Area ROP** 

Location:

2200 Bancroft Ave.

San Leandro

Details:

26316 Hersperian Blvd.

Hayward, CA 94545

Itinerary:

8:30am Depart Group #1 for Eden

11:45am Depart with Group #1 for San Leandro

12:00pm Depart Group #2 for Eden (only 1 Sierra Pacific Bus to do second run)

3:00pm Depart with Group #2 for San Leandro

Due Dates

Description

Amount Date Received

**Transport Charge:** 

\$7,775.00

11/09/17

**Signed Contract** 

**Amount Paid** 

\$0.00

01/05/18

**Final Payment** 

Balance Due

\$7,775.00

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

Charter Party Authorized Signature

Charles Williams Tour Coordinator



Phone: Fax:

925-687-7705 925-685-5421

Toll Free

Website: Email:

www.americanstagetours.com info@americanstagetours.com

# S.P.A.B Terms and Conditions

Wednesday, November 01, 2017 Charter No.:

24415

Phone:

510-293-2950

Fax:

Order Date

06/21/17

SalesRep:

**Charles Williams** 

26316 Hesperian Blvd. Hayward, CA 94545

The attached Charter 24415 in the amount of \$7,775.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

#### RATES:

Alicia Bell **Eden Area ROP** 

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

#### DEPOSITS:

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

#### **CANCELLATIONS:**

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

#### PROHIBITED SUBSTANCES:

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

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

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

- 1. 16 consecutive hours on duty in any one day.
- 2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
- Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

# **OVERNIGHT CHARTER TRIPS:**

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

# DISCLAIMER:

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

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

Charter Party Signature



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

**Charter Confirmation** 

Confirmed:

01/31/18

Charter No.:

24417

Alicia Bell

**Eden Area ROP** 

26316 Hesperian Blvd.

Hayward, CA 94545

Phone:

510-293-2950

Order Date

06/21/17

SalesRep:

**Charles Williams** 

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

Group Name: Hayward High School

# Coaches:

4

Group Leader: Alicia Bell

Equipment:

Requested Driver:

4-56 passenger

Hayward, CA Destination:

Friday, February 02, 2018

Return Date:

Friday, February 02, 2018

Leave Date: Spot Time:

8:00 am

Leave Time:

8:30 am

Retn\Drop Time: 3:30 pm

**Eden Area ROP** 

Pickup Location: **Hayward High School** 1633 East Ave

Hayward, CA 94540

Destination Details:

26316 Hersperian Blvd.

Hayward, CA 94545

Itinerary:

8:30am Depart Group #1 for Eden (4-56 ONLY)

11:45am Depart with Group #1 for Hayward(4-56 ONLY) 12:00pm Depart Group #2 for Eden (All 5 coaches)

3:00pm Depart with Group #2 for Hayward (All 5 coaches)

**Due Dates** 

**Description** 

Amount Date Received

**Transport Charge:** 

\$4,640.00

12/30/17

**Signed Contract** 

12/20/17

Amount Paid

\$0.00

01/19/18

**Final Payment** 

Balance Due

\$4,640.00

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

Please call if you have any questions.

Charter Party Authorized Signature

Charles Williams Tour Coordinator



Phone:

925-687-7705 925-685-5421

Fax:

Toll Free Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

# S.P.A.B Terms and Conditions

Charter No. :
Alicia Bell
Phone:

Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545 ne: **510-293-2950** 

24417

Thursday, March 08, 2018

Fax:

Order Date

06/21/17

SalesRep:

**Charles Williams** 

The attached Charter 24417 in the amount of \$4,640.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

# RATES:

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

#### **DEPOSITS:**

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

#### **CANCELLATIONS:**

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

# PROHIBITED SUBSTANCES:

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

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

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

- 1. 16 consecutive hours on duty in any one day.
- 2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
- 3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

#### **OVERNIGHT CHARTER TRIPS:**

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

#### DISCLAIMER:

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

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

Charter Party Signature

Date



Phone:

925-687-7705 925-685-5421

Fax:

Toll Free

Website: Email:

www.americanstagetours.com info@americanstagetours.com

**Charter Confirmation** 

Confirmed:

02/06/18

Charter No.:

24421

Alicia Bell

**Eden Area ROP** 

26316 Hesperian Blvd.

Hayward, CA 94545

Phone:

510-293-2950

Order Date

06/21/17

SalesRep:

**Charles Williams** 

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

Group Name: Tennyson High School

# Coaches:

Group Leader: Alicia Bell

Equipment:

Requested Driver:

3-56 & 1-26 passengers

Destination:

Hayward, CA

Friday, February 09, 2018

Leave Date:

Friday, February 09, 2018

Return Date:

Spot Time: Leave Time: 8:00 am 8:30 am

Destination

Retn\Drop Time: 3:30 pm

Pickup Location: **Tennyson High School** 27035 Whitman St.

Details:

**Eden Area ROP** 

Hayward, CA 94544

26316 Hersperian Blvd. Hayward, CA 94545

Itinerary:

8:30am Depart Group #1 for Eden

11:45am Depart with Group #1 for Hayward

12:00pm Depart Group #2 for Eden

3:00pm Depart with Group #2 for Hayward

Due Dates

Description

Amount Date Received

**Transport Charge:** 

\$4,435.00

08/22/17

**Signed Contract** 

08/24/17

Amount Paid

\$0.00

01/26/18

**Final Payment** 

Balance Due

\$4,435.00

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

Charter Party Authorized Signature

Charles Williams Tour Coordinator



Phone:

925-687-7705

Fax:

Email:

925-685-5421

Toll Free Website:

www.americanstagetours.com info@americanstagetours.com

S.P.A.B Terms and Conditions

Tuesday, February 06, 2018

Charter No.:

24421

Phone:

510-293-2950

Fax:

Order Date

06/21/17

SalesRep:

**Charles Williams** 

The attached Charter 24421 in the amount of \$4,435.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

#### RATES:

Alicia Bell

Eden Area ROP 26316 Hesperian Blvd.

Hayward, CA 94545

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

#### DEPOSITS:

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

#### **CANCELLATIONS:**

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

# PROHIBITED SUBSTANCES:

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

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

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

- 1. 16 consecutive hours on duty in any one day.
- 2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
- 3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

#### **OVERNIGHT CHARTER TRIPS:**

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

# DISCLAIMER:

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

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

Charter Party Signature

Date



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

**Charter Confirmation** 

Confirmed:

02/15/18

Charter No.:

24423

Alicia Bell

**Eden Area ROP** 

26316 Hesperian Blvd.

Hayward, CA 94545

Phone:

510-293-2950

Order Date

06/21/17

SalesRep:

**Charles Williams** 

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

Group Name: Castro Valley High School

# Coaches:

Group Leader: Alicia Bell

Equipment:

Requested Driver:

2-56 passenger & 1-26 pax

Destination:

Hayward, CA

Friday, February 23, 2018

Leave Date:

Friday, February 23, 2018

Return Date:

Retn\Drop Time: 1:00 pm

Spot Time: Leave Time: 8:00 am

8:30 am

Destination

**Eden Area ROP** 

Pickup Location: Castro Valley High School (Pick up in Loop off Mabel) 19400 Santa Maria Avenue

Castro Valley, CA 94546

Details:

26316 Hersperian Blvd.

Hayward, CA 94545

Itinerary:

8:30am Depart Group #1 for Eden

11:45am Depart with Group #1 for Castro Valley

Due Dates

Description

Amount Date Received

**Transport Charge:** 

...\$2,690.00

02/06/18

**Final Payment** 

Amount Paid

\$0.00

02/15/18

Signed Contract

Balance Due

\$2,690.00

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

Charter Party Authorized Signature

Charles Williams Tour Coordinator



Thursday, March 08, 2018

Phone:

925-687-7705 925-685-5421

Fax:

Toll Free

www.americanstagetours.com

Website: Email:

info@americanstagetours.com

# S.P.A.B Terms and Conditions

Alicia Bell Eden Area ROP 26316 Hesperian Blvd.

Hayward, CA 94545

Charter No.:

24423

Phone:

510-293-2950

Fax:

Order Date

06/21/17

SalesRep:

**Charles Williams** 

The attached Charter 24423 in the amount of \$2,690.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

# RATES:

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

#### **DEPOSITS:**

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

#### CANCELLATIONS:

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

#### PROHIBITED SUBSTANCES:

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

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

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

- 1. 16 consecutive hours on duty in any one day.
- 2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
- 3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

#### **OVERNIGHT CHARTER TRIPS:**

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

# DISCLAIMER:

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

I, the undersigned, do hereby agree to all policies outlined at	oove.		
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16 Pulle	211	1 / 8	
Charter Party Signature	Date		



DATE: May 3, 2018

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

FROM: Stefanie Bradshaw, Assistant Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement

with Abraham Hill for Direct Support Professional Training

for the 2018-2019 School Year

# **BACKGROUND**

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

# **CURRENT SITUATION**

The attached is a copy of the agreement between the DSP Proctor (Abraham Hill) and the Eden Area ROP to provide training for the 2018-2019 school year.

# **CONSENT CALENDAR**

### AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2018-2019 School Year.

### **BETWEEN**

Eden Area ROP of 26316 Hesperian Blvd, Hayward, California, 94545 (the "Customer")

### OF THE FIRST PART

-AND-

Abraham Hill (the "Service Provider")

### OF THE SECOND PART

### **BACKGROUND:**

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

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

# **Services Provided**

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
  - a. Coordination and Teaching of a two-year, 70-hour standardized statewide competency-based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 10 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.

- b. Complete all required and necessary documents associated with curriculum, tracking, training and testing of CCF direct care staff and CCR administrators when needed.
- c. Attend training the Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

### **Term of Agreement**

2. The term of this Agreement will begin on July 1, 2018 and will remain in full force and effect until June 30, 2019, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

### **Performance**

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

### **Compensation**

- 4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student for each participant. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per testing or training. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
- 5. This compensation will be payable upon completion of the agreed to services.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

### **Additional Compensation**

- 7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
  - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated August 2018 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation

- and out of pocket expenses. This is conditional based on enrollment and revenue generated.
- b. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

### **Reimbursement of Expenses**

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

# **Confidentiality**

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

# **Non-Competition**

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

### Ownership of Materials

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

# **Return of Property**

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

### **Assignment**

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

# **Capacity/Independent Contractor**

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

# **Modification of Agreement**

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

### Notice

- 17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
  - a. Eden Area ROP
     26316 Hesperian Blvd, Hayward, California, 94545
     Fax Number: (510) 293-8325
  - b. Abraham Hill

or to such other address as to which any Party may from time to time notify the other.

### **Costs and Legal Expenses**

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

### Time of the Essence

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

### **Entire Agreement**

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

### <u>Limitation of Liability</u>

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

### **Indemnification**

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

# <u>Inurement</u>

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

### Currency

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

### **Titles/Headings**

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

### <u>Gender</u>

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

# **Governing Law**

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

# **Severability**

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

### Waiver

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

# **Additional Provisions**

30. Service Provider is responsib ROP) will issue a 1099 at the	le to pay their own taxes. Customer (Eden Area end of the year.
Abraham Hill	Date
Stefanie Bradshaw, Eden Area ROP Assistant Director of Adult Programs	Date



DATE: May 3, 2018

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

FROM: Stefanie Bradshaw, Assistant Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement

with Cindy Christovale for Direct Support Professional

**Training for the 2018-2019 School Year** 

# **BACKGROUND**

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

# **CURRENT SITUATION**

The attached is a copy of the agreement between the DSP Proctor (Cindy Christovale) and the Eden Area ROP to provide training for the 2018-2019 school year.

# **CONSENT CALENDAR**

### **AGREEMENT FOR SERVICE**

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2018-2019 School Year.

### **BETWEEN**

Eden Area ROP of 26316 Hesperian Blvd, Hayward, California, 94545 (the "Customer")

### OF THE FIRST PART

- AND -

Dr. Cindy Christovale (the "Service Provider")

### OF THE SECOND PART

### **BACKGROUND:**

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

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

# **Services Provided**

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
  - a. Coordination and Teaching two-year, 70-hour standardized statewide competency based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 9 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.

- b. Proctor challenge and skill test for Year 1 and/or Year 2 in lieu of training for direct support professionals and administrators. If a passing score on the challenge test is not achieved, the student must enroll in the 35-hour training class.
- c. Complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.
- d. Attend training and conferences. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

### <u>Term of Agreement</u>

2. The term of this Agreement will begin on July 1, 2018 and will remain in full force and effect until June 30, 2019, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

### Performance

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

### Compensation

- 4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125.00 per student for each participant. Service Provider must submit an itemized Invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per testing or training. Itemized invoice must be received by 5th of the month following a testing or training cycle.
- 5. This compensation will be payable upon completion of the agreed to services.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

### **Additional Compensation**

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses **OR** the Service Provider will arrange and pay for all travel accommodations for the mandated August 2018 DSP training and submit an invoice and receipts to the Fresno HUB for reimbursement of lodging,

transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated. 2. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time. 3. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

# **Reimbursement of Expenses**

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

# **Confidentiality**

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

### **Non-Competition**

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

### Ownership of Materials

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

### Return of Property

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

### **Assignment**

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

# **Capacity/Independent Contractor**

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

### **Modification of Agreement**

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

### **Notice**

- 17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
  - a. Eden Area ROP
     26316 Hesperian Blvd, Hayward, California, 94545
     Fax Number: (510) 293-8325
  - b. Dr. Cindy Christovale



or to such other address as to which any Party may from time to time notify the other.

### Costs and Legal Expenses

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

### Time of the Essence

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

### **Entire Agreement**

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

### <u>Limitation of Liability</u>

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

# **Indemnification**

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

### <u>Inurement</u>

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

# **Currency**

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

### Titles/Headings

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

### **Gender**

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

# **Governing Law**

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

# **Severability**

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

# <u>Waiver</u>

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

# **Additional Provisions**

30. Service Provider is responsible to pay their own taxes. Customer (Eden Are ROP) will issue a 1099 at the end of the year.			
Dr. 0	Cindy Christovale	Date	
	anie Bradshaw, Eden Area ROP tant Director of Adult Programs	Date	



DATE: May 3, 2018

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Stefanie Bradshaw, Assistant Director of Adult Programs

SUBJECT: Request the Governing Board to approve the Agreement with

Fresno County Office of Education for Direct Support Professional Training for the 2018-2019 School Year

# **BACKGROUND**

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

# **CURRENT SITUATION**

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

# **Fiscal Impact:**

Up to \$130,000 in additional gross revenue to the Eden Area ROP.

# **CONSENT CALENDAR**

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### **COOPERATION AND SHARED RESPONSIBILITY AGREEMENT**

("Agreement")

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

### **COVER**

Program/Event: Direct Support Professional Training (DSPT)

### **AGENCY**

Eden Area Regional Occupational Program (ROP) ("Agency") Attn: Stephanie Bradshaw, Assistant Director of Adult Programs

26316 Hesperian Boulevard

Hayward, CA 94545

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

**FCSS** 

Fresno County Superintendent of Schools ("FCSS")

Attn: Valerie Vuicich, Administrator

Dept.: Career Technical Education / Fresno ROP

Fresno County Office of Education 1318 E. Shaw Avenue, Suite 420

Fresno, CA 93710

Phone: 559) 497-3850 Email: vvuicich@fcoe.org

ADDRESS FOR INVOICE: All invoices, if any, to FCSS shall be addressed to the attention of Internal Business Services – Accounts Payable, Fresno County Office of Education, 1111 Van Ness Ave,

Fresno, CA 93721

CONTRACT TERM (see § 3.1)	TERMINATION DURING CONTRACT TERM (see § 3.2)
"Effective Date": July 1, 2018 "Termination Date": June 30, 2019	Ground for Termination (mark one): With cause X With or without cause
	"Notice Period": At least 30 days before the effective date of termination of this Agreement

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

- 1. What Services will Agency provide: Agency shall adhere to the rules and regulations stipulated in the Direct Support Professional Training (DSPT) Procedure Manual issued by the California Department of Education (CDE), Department of Developmental Services (DDS) to implement an effective DSPT program in the East Bay Regional Center Catchment area. Agency shall:
  - 1. Provide FCSS with a 2018-19 DSPT Training and Challenge Test schedule to meet the needs of Community Care Facility DSPs within the East Bay Regional Center Catchment area at least six (6) weeks prior to the start of session. Testing and training schedules shall include the name of the trainer/proctor, date, time, location, and room capacity of each session;
  - 2. Provide certified DSPT trainers and proctors in accordance with State DSPT certification standards and requirements;
  - 3. Provide the necessary and appropriate facilities to conduct DSPT Trainings and Challenge Tests as indicated in the submitted 2018-19 DSPT Training and Challenge Test schedules;
  - 4. Conduct DSPT Trainings and Challenge Tests according to the scheduled testing and training sessions, utilizing only DDS approved testing and training materials;
  - 5. Participate in DSPT State mandated trainings;
  - 6. Participate in regional DSPT advisory meetings;
  - 7. Provide DSPT program training materials (bubble packs, med containers, timers, clipboards, paper towels, etc.).
- 2. When will Agency provide the Services (mark one and complete as indicated):
  - Date Determined Agency will perform the Services on (state specific date(s)): The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.
- 3. Where will Agency provide the Services (state full address): 26316 Hesperian Blvd., Hayward, CA 94545 The Parties' staff may mutually change the location if there is no change in the Contract Amount.
- 4. Full name of Agency staff who must perform the Services (leave blank if none designated):

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

- 1. What Services will FCSS provide: FCSS shall adhere to the rules and regulations stipulated in the Direct Support Professional Training (DSPT) Procedure Manual issued by the California Department of Education (CDE), Department of Developmental Services (DDS) to administer an effective DSPT program in the East Bay Regional Center Catchment area. FCSS shall:
  - 1. Facilitate regional DSPT advisory meetings;
  - 2. Conduct annual evaluations of the DSPT program according to the methods developed by DDS and described in the DSPT Procedure Manual;
  - 3. Assure that eDSPT (online registration and certification system) has current information on trainers, training and testing schedules, and training locations;
  - 4. Participate in periodic evaluations of the DSPT program as directed by DDS.
- 2. When will FCSS provide the Services (mark one and complete as indicated):
  - Date Determined FCSS will perform the Services on (state specific date(s)): The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.
- 3. Where will FCSS provide the Services (state full address): 1318 E. Shaw Avenue, Suite 420, Fresno, CA 93710 The Parties' staff may mutually change the location if there is no change in the Contract Amount.
- 4. Full name of FCSS staff who must perform the Services (leave blank if none designated):

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

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

С	ONTRACT AMOUNT AND PAYMENT SCHEDULE (mark each that applies and complete as indicated):
_	NO PAYMENT. No monetary payment shall be made by or to either Party under this Agreement.  PAYMENT TO FCSS. Agency (also refer to as "Payor") shall pay FCSS (also refer to as "Payee") pursuant to the following and the Pay Schedule stated below (mark one and complete as indicated):
	_1. Fixed Installment: \$ per month/quarter/year, the sum of all payments shall equal the "Contract Amount" of \$ FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
	_2. Rate/Not-To-Exceed Contract Amount: Services that FCSS performs in accordance with this Agreement, to be billed at \$ per hour in 15 minute increments OR pursuant to the rates set forth in <a href="Exhibit 1">Exhibit 1</a> and the sum of which shall not exceed the "Contract Amount" of \$ FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
	_3. Entire Contract Amount/Completion Of All Services: Entire "Contract Amount" of \$ FCSS shall submit the invoice to Agency within 30 days of the date on which FCSS completed all Services in accordance with this Agreement.
	_4. Other/Specified Amount, Paid Periodically: The "Contract Amount" of \$ FCSS shall submit each invoice to Agency within 30 days of the date on which FCSS has completed, in accordance with this Agreement, the Services for which FCSS requests payment.
<u>X</u>	PAYMENT TO AGENCY. FCSS (also refer to as "Payor") shall pay Agency (also refer to as "Payee") pursuant to the following and the Payment Schedule stated below (mark one and complete as indicated):
	_1. Fixed Installment: \$ per month/quarter/year, the sum of all payments shall equal the "Contract Amount" of \$ Agency shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
	X 2. Rate/Not-To-Exceed Contract Amount: Services that Agency performs in accordance with this Agreement, to be billed at \$50 per DSPT Challenge Test and \$200 per student completing DSPT Training and the sum of which shall not exceed the "Contract Amount" of \$130,000.00. Agency shall submit each invoice to FCSS by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
	_3. Entire Contract Amount/Completion Of All Services: Entire "Contract Amount" of \$ Agency shall submit the invoice to FCSS within 30 days of the date on which Agency completed all Services in accordance with this Agreement.
	_4. Other/Specified Amount, Paid Periodically: The "Contract Amount" of \$ Agency shall submit each invoice to FCSS within 30 days of the date on which Agency has completed, in accordance with this Agreement, the Services for which Agency requests payment.
_	OTHER (leave blank if none):
ap Pa Se pa	<b>Provice and "Payment Schedule"</b> : Each invoice shall comply with Section 2.2 and must be received and opproved by Payor before Payee may receive any payment under this Agreement. If 1, 2, or 4 is marked above, ayor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, the ervices required of Payee for the period for which Payee requests payment. If 3 is marked above, Payor shall ay Payee within 30 days after Payee has completed, in accordance with this Agreement, all Services required for Payee.

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

- ■1. Payment Document. At Payor's request, Payee shall provide a Taxpayer Identification Number Request (W-9) and other documents that Payor may require to process payment to Payee. (See § 1.4.1).
- ■2. Proof of Insurance. Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability. (See Art. 4.)
- \_3. Fingerprinting Certification From Agency. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Fingerprinting and Criminal Background Check Certification ("Fingerprinting Certification") before Agency commences performance of this Agreement, which form must be obtained from FCSS.
- \_4. TB Certification From Agency. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Tuberculosis Certification before Agency commences performance of this Agreement, which form must be obtained from FCSS.

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

AGENCY		FCSS		
By:		By:		
Print Name:	Stephanie Bradshaw	,	Jim A. Yovino, Superintendent	
Title:	Assistant Director of Adult Programs		or Authorized Designee	

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

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### **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions contain the following Articles:

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

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

### ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

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

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

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

### SECTION 1.4 RECORDS AND INFORMATION.

- 1.4.1 REQUIRED DOCUMENTS. A Party shall provide to the other Party the Required Documents that are required from the Party as marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Party providing the Required Document shall promptly notify in writing and/or submit to the other Party the corrected, updated, or effective Required Document.
- 1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately "Confidential Material") are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to a Party's performance of this Agreement; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized

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

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

### SECTION 1.5 COMPLIANCE WITH APPLICABLE LAW AND GRANT.

- 1.5.1 GENERALLY. Each Party shall comply with all laws and regulations (collectively "Law") applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as "Applicable Law" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.
- FEDERAL GRANT FUNDS. The provisions of this Subsection applies if this Agreement is paid, in 1.5.2 part or in whole, with federal grant funds. Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Each Party represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Agreement. Each Party shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Each Party shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387); and (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Upon a Party's request, whether during or after the Contract Term, the other Party shall cooperate with and provide the requesting Party with documents and information relating to this Agreement that are necessary for the requesting Party to comply with applicable federal laws, regulations, and requirements. The provisions of this Subsection shall survive the termination of this Agreement.

## ARTICLE 2 PAYMENT.

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

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

### ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

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

### SECTION 3.2 TERMINATION DURING CONTRACT TERM.

- 3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section 3.2, a Party may terminate this Agreement as marked on the Cover: (A) With or Without Cause A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or (B) With Cause A Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover.
- TERMINATION ON OTHER GROUNDS. Despite any contrary provisions in this Agreement, FCSS 3.2.2 may terminate this Agreement effective on the date stated in FCSS' written notice of termination to Agency pursuant to any of the following: (A) Agency is required to but fails to provide to FCSS and/or comply with the Fingerprinting Certification; (B) Agency is required to but fails to provide to FCSS and/or comply with the TB Certification; (C) FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement; (D) a government or issuing agency revokes, suspends, places on probation, or non-renews any License that Agency must hold to perform this Agreement; (E) Agency assigns, transfers, or subcontracts any or all of Agency's obligations and/or rights under this Agreement in breach of Section 7.3; (F) Agency fails to maintain and provide written proof of insurance as required by Article 4; (G) Agency is required to provide particular staff as named on the Cover to perform this Agreement but such staff is not able, not willing, or not available to perform this Agreement; (H) Agency's legal rights to exist or conduct business in California has been revoked or terminated by the California Secretary of State, another agency, or a court; or (I) Agency's legal rights to exist or conduct business in California has been suspended or rendered inactive by the California Secretary of State, another agency, or a court and such suspension lasts more than 30 consecutive days.
- 3.2.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement and, if as stated on the Cover, compensation is due to Payee under this Agreement: (A) Payor shall pay Payee only for Services that Payee is required to perform, and has performed in accordance with, this Agreement before the effective date of termination; (B) Payee shall submit an invoice within 30 days of the effective date of termination; (C) Section 2.2 shall apply to Payee's invoice and Payor's payment under this Subsection; and (D) upon Payor's payment, if any has been invoiced by Payee and is due to Payee, Payor is not obligated to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

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

### ARTICLE 4 INSURANCE.

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

### ARTICLE 5 INDEMNITY.

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

### ARTICLE 6 DISPUTE RESOLUTION.

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

### ARTICLE 7 GENERAL PROVISIONS.

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

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

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

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

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

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DATE: May 3, 2018

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Agreement with

John Peters for Consulting for the First Responders Program

for the 2018-2019 School Year

# **BACKGROUND**

The Eden Area ROP's First Responders Program has a strong curricular focus on preparation for the EMT field. Additionally, the teacher has worked with the Hayward Fire Department to provide support to students on the fire science side of the program. Other ROP programs typically have two teachers, one who focuses on EMT and one who focuses on fire science.

# **CURRENT SITUATION**

In order to further develop and strengthen our partnership with the Hayward Fire Department, we are renewing our agreement with retired firefighter, John Peters, to continue developing the fire science portion of the curriculum within our First Responders program. Toward this, he will continue to provide support regarding creating functional classroom space, work collaboratively with the teacher to modify the curriculum to include fire science standards, and provide instruction regarding fire science techniques in conjunction with the First Responder's classroom teacher.

# **CONSENT CALENDAR**

### AGREEMENT FOR SERVICE

### THIS AGREEMENT FOR SERVICE

for the 2018-2019 school year

### **BETWEEN**

Eden Area ROP of 26316 Hesperian Blvd, Hayward, California, 94545 (the "Customer")

-AND-John Peters (the "Service Provider")

### **BACKGROUND:**

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

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

### **Services Provided**

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
  - Classroom design conducive to fire science instruction
  - Recommendations regarding equipment purchases and donations for effective instruction
  - Collaboratively modify the First Responders curriculum to include fire science standards in partnership with the classroom teacher, Chabot and Hayward Fire Department.
  - Providing instruction regarding fire science techniques in conjunction with the First Responder's classroom teacher.

# **Term of Agreement**

2. The term of this Agreement will begin 2018-2019 school year, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

### <u>Performance</u>

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

### Compensation

- 4. The service provider will be paid \$337.50 per day worked (45/per hour) for a maximum of 85 days. Days worked will be mutually agreed upon by both parties.
- 5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
- The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

### **Additional Compensation**

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. Customer (Eden Area ROP) will pay in advance for required/mandated training, conference, etc. including out of pocket expenses such as lodging and transportation. 2. Customer (Eden Area ROP) will reimburse \$45 per hour for mandated instructional time. 3. Customer (Eden Area ROP) will reimburse for administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

### **Reimbursement of Expenses**

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

### **Confidentiality**

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

### **Non-Competition**

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

### **Ownership of Materials**

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

### **Return of Property**

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

### <u>Assignment</u>

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

### Capacity/Independent Contractor

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

# **Modification of Agreement**

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

### **Notice**

- 17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
  - a. Eden Area ROP
     26316 Hesperian Blvd., Hayward, California, 94545
     Fax Number: 510-293-8325
  - b. John Peters

or to such other address as to which any Party may from time to time notify the other.

# **Costs and Legal Expenses**

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

### Time of the Essence

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

### **Entire Agreement**

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

### <u>Limitation of Liability</u>

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

# **Indemnification**

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

### **Enurement**

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

### **Currency**

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

### Titles/Headings

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

# Gender

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

# **Governing Law**

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

# **Severability**

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

### Waiver

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

# **Additional Provisions**

•	nsible to pay their own taxes. Customer (Ed 99 at the end of the year.	den
John Peters	Date	
 Craig Lang, Director Eden Area ROP	Date	



DATE: May 3, 2018

TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the MOU with

**Alameda County Office of Education Network for Access Plus** 

Service for the 2018-2019 School Year

# **BACKGROUND**

Each year the Eden Area ROP contracts with Alameda County Office of Education Network (hereinafter ACOE Net) for connection service to the statewide K-20 network (K12 High-speed Network) and related maintenance thereof.

# **CURRENT SITUATION**

The attached MOU reflects the new agreement between the Eden Area ROP and Alameda County Office of Education Network for connection service to the statewide K-20 network (K12 High speed Network) and related maintenance support for the 2018-2019 fiscal year.

# **CONSENT CALENDAR**



# Memorandum of Understanding for Access Plus Service

### 7/1/2018 to 6/30/2019

This agreement is between Eden ROP (hereinafter Client) and Alameda County Office of Education Network (hereinafter ACOENet) for connection service to the statewide K-20 network (K12 High Speed Network) and related maintenance and support. Client wishes to contract with ACOENet for connection service to the K12 High Speed Network (K12 HSN) and ACOENet is willing to supply the connection to Client. ACOENet and Client agree as follows:

### SERVICES

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

### PAYMENT

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

### 3. TERM

The services outlined above shall be provided from 7/1/2018 to 6/30/2019. This agreement may be renewed by a written mutual agreement, signed by both parties, for two additional one-year terms. Deadline for signed contracts is April 30, 2018. If contract is not received by this deadline, service may be terminated effective July 1, 2018.

### ALTERATION OF AGREEMENT

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

### ASSIGNABILITY

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

## 6. INDEMNIFICATION

Client shall instruct its personnel and students about copyright laws and the proper use of the Internet. Client shall ensure that personnel and students abide by the policies and regulation of ACOENet (See Appendix B). Client shall defend, hold harmless and indemnify ACOENet, its agents and its employees from any damage or injuries, which may occur to persons or property as a result of its use of ACOE.

Client agrees to use ACOENet at its own risk and develop and implement policies and procedures to prevent illegal, libelous, or inappropriate use of ACOENet services. ACOENet specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. In no event shall ACOENet be liable for any loss or other commercial damage, including, but not limited to, special, incidental, consequential or other damages.

Contract #	2019019	fiscal/calendar
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Initial service date: 7/1/2018 Final service date: 6/30/2019

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

Client agrees that the Laws of the State of California govern this service(s). You agree that the County of Alameda, in which ACOENet is located, shall be the forum for any legal action relating to your service.

### 7. PRIVACY

ACOENet provides virtual services that could house client school district student data. Any client school district student records residing on ACOENet technology platforms will remain the property and responsibility of the client. Client district student data will not be used for any commercial gain. Furthermore more any student data residing on ACOENet platforms will be removed within 90 days of the termination of the client's service contract.

### 8. PENALTIES FOR IMPROPER USES

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

### 9. INCORPORATION BY REFERENCE

- Appendix A is incorporated into this agreement for the purpose of describing the services offered, setting forth the fee schedule, and for determining the amount the client must pay for selected services.
- 2. The Acceptable Use Policy outlined in Appendix B is local policy for ACOENet. ACOENet is an official Node Site for the K12 HSN and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN the K12 HSN AUP supersedes local policies.

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

ORGANIZATION:		_ and	ACOENet	
Printed name and title		_	Doug D'Amour, Din	
Signature	Date		Signature	Date

Contract # 2019019 fiscal/calendar

# Schedule A

# **Schedule of Services**

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

Organization: Eden ROP

Item	Qty.	Description	One Time Cost	Annual Cost
Access Type/Speed	1	Access Plus / 250 Mbps		\$12,000.00
DNS				\$0
Domain Name				\$0
Other				
TOTAL COST				\$12,000.00

Initials:			
	ORGANIZATION	ACOENet	

Contract # 2019019 fiscal/calendar

Initial service date: 7/1/2018

## Appendix A

#### **ACOENet Access Plus Services List**

#### **Access Plus**

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

#### Included:

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

#### **ACOENet Access Plus Fees**

Port Speed	Year 1 NRC	Year 1 ARC
100 Mbps	\$6,000	\$8,900
250 Mbps	\$6,000	\$12,000
500 Mbps	\$6,000	\$15,400 <sup>1</sup> /\$19,650 <sup>2</sup>
1 Gbps	\$6,000	\$18,500 <sup>1</sup> /\$24,500 <sup>2</sup>
2 Gbps	\$6,000	\$32,450 <sup>1</sup> /\$39,450 <sup>2</sup>

<sup>&</sup>lt;sup>1</sup> For point to point network connections

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

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<sup>&</sup>lt;sup>2</sup> For cloud based network connections

# Appendix B Acceptable Use Policy

#### General Acceptable Use:

#### **Network Etiquette:**

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

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

#### **Acceptable Uses:**

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

Contract #	2019019	fiscal/calendar

- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.
- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

#### **Unacceptable Uses:**

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

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

Contract #\_\_\_\_\_ fiscal/calendar

## **EdenAreaROP**

DATE: May 3, 2018

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Stefanie Bradshaw, Assistant Director of Adult Programs
SUBJECT: Request the Governing Board to approve the MOU with

Mario Monterrosa-Instituto Monterrosa de Electricidad for the Spanish Electrical Trainee Program for the 2018-2019

**School Year** 

#### **BACKGROUND**

The Eden Area ROP assumed the Construction Craft Training Center (CCTC) on October 1, 2016.

#### **CURRENT SITUATION**

The Eden Area ROP assumed the partnership with Mario Monterrosa with the CCTC merger. Mario Monterrosa offers a Spanish Electrical Trainee program in San Francisco and contracts with the Eden Area ROP to provide online curriculum and administrative support for a per-student fee.

#### **CONSENT CALENDAR**

#### MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**

#### MARIO MONTERROSA – INSTITUTO MONERROSA DE ELECTRICIDAD

#### **AND**

#### EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

#### I. TERMS OF MOU:

This agreement shall commence on July1, 2018 and shall extend for through June 30, 2019.

#### II. CONTRACT AMOUNT

Mario Monterrosa will pay the Eden Area ROP a per-student rate of \$300 for student access to online electrical curriculum and administrative support and a rate of \$150 for students who only require administrative support and no access to online curriculum. Mario Monterrosa will pay the Eden Area ROP three times per year.

#### III. PURPOSE:

Through the merger of Eden Area Regional Occupation Center and the Construction Craft Training Center (CCTC) on October 1, 2016, Mario Monterrosa will run a 12 month Electrical Trainee program in Spanish in San Francisco and pay the Eden Area ROP for use of online curriculum and administrative services. The Assistant Director of Adult Programs will provide oversight for this partnership.

#### IV. ROLE AND RESPONSIBILLITES OF EDEN AREA ROP

#### **Proposal:**

- Provide San Francisco program with access to online electrical curriculum.
- Provide San Francisco program with technical administrative support for student passwords and log-in access.
- Provide State Approved letters of enrollment for students to receive their Electrical Trainee Card.
- Process grades, attendance and certificate of completion.

#### V. ROLES AND RESPONSIBILITIES OF MARIO MONTERROSA

#### **Proposal:**

- Mario Monterrosa will contract with the Eden Area ROP for use of online curriculum and administrative support.
- Mario Monterrosa will provide a 750 hour Electrical Trainee program that meets all state requirements.

#### VI. TERMS OF AGREEMENT

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

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

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

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

Date:	
G. C. : D. 11	NAME
Stefanie Bradshaw	NAME
Assistant Director of Adult Programs	TITLE
Eden Area ROP	Mario Monterrosa

## Information Items





TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Staff Recognition

#### **BACKGROUND**

Our local NBC affiliate hosts a segment called "Bay Area Proud." This segment highlights programs and people who are making a difference in the community. Anyone in the community is able to nominate someone to be featured in the segment. If selected, NBC staff comes to your site and films the segment for Bay Area Proud.

### **CURRENT SITUATION**

Staff member Sandra Rose recognized the efforts that Linden Keiffer makes in maintaining the garden at the Eden Area ROP and supporting the students and our programs with the garden. This dedication is what led her to nominate, and NBC to select Linden for this recognition. Staff will share information regarding the "Bay Area Proud" segment and recognize Linden for his efforts.

#### **RECOMMENDATION**

Information only



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Craig Lang, Director

SUBJECT: Career Counselor Report

#### **BACKGROUND**

The goal of the Career Counselor is to provide support to the students of the Eden Area ROP through a variety of services. The Career Counselor serves as a liaison with home high school counselors and case managers to ensure students are receiving the necessary support. The Career Counselor provides students with social and emotional as well as college and career counseling. In alignment with the mission of the Eden Area ROP, the career counselor supports students with their exploration of post-secondary options by way of the implementation of a school wide career exploration activity, as well as the continued partnership with Chabot College through the participation in Early Decision and the CLPAT (Counselor Local Pathway Action Team).

#### **CURRENT SITUATION**

The Career Counselor will provide an update on the Eden Area ROP efforts to provide support and career guidance to students and our efforts to work collaboratively with partner districts.

#### **RECOMMENDATION**

Information only



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Craig Lang, Director

**SUBJECT:** WASC Action Plan-Three Year Report

#### **BACKGROUND**

Western Association of Schools and Colleges (WASC) involves a dual purpose that continues the expectation that schools must be worthy of the trust placed in them to provide high quality learning opportunities, but with the added requirement that they clearly demonstrate that they are about the critical business of continual self-improvement.

#### **CURRENT SITUATION**

The ROP takes pride in earning the six year accreditation. Over the past three years, staff has worked toward the school wide learner outcomes for follow-up and recommendations within the school-wide action plan. The plan helps to ensure there are efficient and relevant systems in place to build rigorous courses and student success for entry into careers and college.

#### **RECOMMENDATION**

Information only

## **Action Items**





TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Revised

**Governing Board Meeting Date for June 2018** 

#### **BACKGROUND**

The Eden Area ROP annually presents the Governing Board with the Governing Board Meeting Calendar for the current school year.

#### **CURRENT INFORMATION**

The Eden Area ROP's 2017-2018 Governing Board Meeting Calendar was approved on June 1, 2017. Since June there have been some changes needed to better to accommodate scheduling conflicts.

Castro Valley and San Leandro High Schools will be holding their high school graduations on June 7, 2018. This will conflict with our June meeting as it is scheduled for the same day. ROP staff has considered all high school graduation dates and district board meeting dates and is suggesting the meeting be changed to Monday, June 4, 2018 at 5:45 pm.

#### RECOMMENDATION

It is recommended that the Governing Board approve the Revised Governing Board meeting date for June 2018.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 7-17/18: Day of the Teacher

#### **CURRENT SITUATION:**

Day of the Teacher is observed on May 9, 2018 by schools in the State of California. Attached Resolution 7-17/18 officially recognizes the contributions of the instructional staff of the Eden Area ROP to the students of our school and the community.

Quality education depends on a quality teaching staff. The Eden Area ROP is extremely fortunate in their teaching staff and their ability to educate, mentor and develop a relationship with their students.

#### **RECOMMENDATION**

It is recommended that the Governing Board approve the adoption of Resolution 7-17/18: Day of the Teacher.

Day of the Teacher: May 9, 2018

WHEREAS, providing quality education to our young people continues to be our greatest challenge in education, as well as our most vital responsibility; and

WHEREAS, we rely on our teachers to ensure proper instruction in a wide variety of subjects, and

WHEREAS, the Eden Area ROP Governing Board recognizes the unique and highly specialized skills that are required to meet the needs of the students served by ROP instructional programs, and are proud of the success that these programs have experienced in the past and in the present; and

WHEREAS, the members of the Eden Area Regional Occupational Program Governing Board wish to express their appreciation and respect for the teachers who are part of the ROP instructional programs for the outstanding and meaningful contributions they are making to our students; and

WHEREAS, May 9, 2018 has been established as the Day of the Teacher by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area Regional Occupational Program Governing Board do hereby declare their support for the celebration of the Day of the Teacher, May 9, 2018

PASSED AND ADOPTED this 3<sup>rd</sup> day of May 2018 by the Eden Area Regional Occupational Program Governing Board by the following vote:

AYES: NOES: ABSTENTIONS:	
ABSENT:	

Linda Granger ROP Governing Board Clerk, Eden Area ROP Alameda County, State of California



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 8-17/18: Classified Employees' Week

#### **CURRENT SITUATION:**

Annually in the state of California, the third full week in May is designated as Classified Employees' Week. This year Classified Employees' Week will be May 20-26. School districts throughout California recognize the contributions made to the education of our students by these valuable employees.

#### **RECOMMENDATION**

It is recommended that the Governing Board approve the adoption of Resolution 8-17/18: Classified Employees' Week.

Classified Employees' Week: May 20-26, 2018

WHEREAS, classified school employees contribute to the establishment and promotion of a positive learning environment; and

WHEREAS, classified school employees provide valuable services to the schools and students of the Eden Area Regional Occupational Program; and

WHEREAS, classified school employees play a vital role in providing for the welfare and safety of the students of the Eden Area Regional Occupational Program; and

WHEREAS, classified school employees employed by the Eden Area ROP strive for excellence in all areas relative to the educational community; and

WHEREAS, May 20-26, 2018 has been established as Classified School Employees' Week by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area Regional Occupational Program Governing Board do hereby thank and commend the classified staff of the Eden Area ROP for the outstanding and meaningful contributions they make to all ROP students and declare the week of May 20-26, 2018 as Classified Employees' Week at the Eden Area Regional Occupational Program.

PASSED AND ADOPTED this 3<sup>rd</sup> day of May 2018 by the Eden Area Regional Occupational Program Governing Board by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

Linda Granger ROP Governing Board Clerk, Eden Area ROP Alameda County, State of California



TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 9-17/18: Temporary Borrowing Between Funds

#### **BACKGROUND**

Education Code Section 42603 provides the Board of Trustees with the authority to borrow between funds temporarily to address cash flow shortages.

#### **CURRENT SITUATION**

The Education code 42603 permits the Governing Board authority to delegate duties to an officer of the District. This action item authorizes the Superintendent of the Eden Area ROP to borrow between funds temporarily to address cash flow shortages and to permit the payment of obligations and expenditures that the district will incur for the fiscal year 2018-2019.

The limitations associated with this type of borrowing allows that no more than 75% of the money held in any fund during the current fiscal year may be transferred. In addition, funds must be repaid in the same fiscal year (i.e., by June 30) if the transfer is completed prior to the last 120 days of the fiscal year. If funds are transferred within the last 120 days of the fiscal year, repayment of the funds must be made prior to June 30 in the subsequent year.

#### **RECOMMENDATION**

It is recommended that the Governing Board approve the adoption of Resolution 9-17/18: Temporary Borrowing between Funds.



## Resolution No. 9-17/18

## **Temporary Borrowing Between Funds**

WHEREAS, the Board of Trustees of the Eden Area ROP has determined that there may be insufficient cash to meet current obligations; and

WHEREAS, Education Code Section 42603 permits the Governing Board of any school district to direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds and shall not be available for appropriation or be considered income to the borrowing fund.

**NOW, THEREFORE, BE IT RESOLVED** that in accordance with Education Code Section 42603, monies may be transferred between funds of the district and repaid in accordance with Education Code Section 42603.

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 3<sup>rd</sup> day of May 2018, by the following vote:

AYES: NOES: ABSTENTIONS: ABSENT:	
	Linda Granger ROP Governing Board Clerk, Eden Area ROP Alameda County, State of California



TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 10-17/18: Year End Budget Transfers of Funds

#### **BACKGROUND**

Education Code Sections 42600, 42601, 46202 and 42610 provide the Board of Trustees with the authority to transfer budgets between major expenditure classifications or from undistributed reserves.

### **CURRENT SITUATION**

The Education Code permits the Governing Board authority to delegate duties to an officer of the District. This action item authorizes the Superintendent of the Eden Area ROP to make budget transfers as may be needed between classifications or between the undistributed reserves and the various revenue/expenditure classifications. To permit the payment of obligations of the District incurred in the fiscal year 2017-2018.

#### **RECOMMENDATION**

It is recommended that the Governing Board approve the adoption of Resolution 10-17/18: Year End Budget Transfers of Funds.



## Resolution No. 10-17/18

### **Year End Budget Transfers of Funds**

WHEREAS, the Board of Trustees on June 1, 2017, adopted its budget for the Fiscal year 2017-2018; and

WHEREAS, revenues will be received which were unanticipated at the time of Budget adoption or will be received in amounts greater or less than the amount anticipated and budgeted; and

WHEREAS, expenditures in certain classifications will be required in excess of amounts budgeted; and

WHEREAS, amounts budgeted in certain other classifications will not be required for expenditure in those classifications; and

WHEREAS, Education Code Section 42602 provides the Board of Trustees with the authority to budget and use any unbudgeted income provided during the year from any source; and

WHEREAS, Education Code Sections 42600, 42601, 42602, and 42610 provide the Board of Trustees with the authority to transfer budgets between major expenditure classifications or from undistributed reserves; and

WHEREAS, Education Code Section 5161 permits the Governing Board authority to delegate duties to an officer of the District.

NOW, THEREFORE, BE IT RESOLVED that the Superintendent of the Eden Area ROP is hereby authorized and directed to make such budget transfers as may be needed between classifications or between the undistributed reserves and the various revenue/expenditure classifications to permit the payment of obligations of the District incurred in the fiscal year 2017-2018 under the provisions of the Education Code Sections 35161, 42600, 42601, 42602, and 42610.

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 3<sup>rd</sup> of May 2018, by the following vote:

AYES: NOES: ABSTENTIONS: ABSENT:	



TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 11-17/18: Authority to Sign Contracts for the

2018-2019 Fiscal Year

#### **BACKGROUND**

The Governing Board can delegate to the Superintendent and/or designee(s) the authority to sign contracts on behalf of the Eden Area ROP.

#### **CURRENT SITUATION**

By adopting Resolution 11-17/18, the Governing Board authorizes the named positions to sign contracts on behalf of the Governing Board for the 2018-2019 fiscal year. Based on Public Contract code 20118, all contracts signed by the individuals are ultimately ratified by the Board, either by personnel appointments, approval of warrants, or other methods, in relationship to purchasing; it limits the authority to sign to correspond with bidding limitations.

This resolution is for 2018-2019 fiscal year and will be brought back to the Board each fiscal year for review.

#### **RECOMMENDATION**

It is recommended that the Governing Board approve the adoption of Resolution 11-17/18: Authority to Sign Contracts for the 2018-2019 Fiscal Year.



## Resolution No. 11-17/18

## **Authority to Sign Contracts for the 2018-2019 Fiscal Year**

WHEREAS, the Governing Board hereby delegates to the Administrators listed below the power to enter into contracts on behalf of the Eden Area ROP for current fiscal year, pursuant to Public Contract Code 20118.

WHEREAS, such power is limited to the subject matters and monetary limits set forth in Public Contract Code 20111 and 20112.

WHEREAS, such delegated power shall be exercised in accordance with the provisions of Public Contract Codes 20111, 20112, and 20118.

NOW, THEREFORE, BE IT RESOLVED, The officers to whom such power to enter into contracts is delegated are: Superintendent, Director, Business Manager Assistant Director of Off-Site Program, Assistant Director of Adult Programs and Grant Coordinator

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 3<sup>rd</sup> day of May 2018, by the following vote:

AYES: NOES: ABSTENTIONS: ABSENT:	
	Linda Granger ROP Governing Board Clerk, Eden Area ROF



TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 12-17/18: Delegation of Powers to Agents for

the 2018-2019 Fiscal Year

#### **BACKGROUND**

The Governing Board can delegate to the Superintendent and/or designee(s) the authority to enter contracts on behalf of the Eden Area ROP. Such power to contract will conform in all instances with the legal requirement of Public Contract Code 20111, 20112 and 20118.

#### **CURRENT SITUATION**

By adopting Resolution 12-17/18, Per Education code 39656 the Governing Board of any school district is able to delegate authority to the Superintendent and/or designee(s) and to proceed with all the necessary steps as to calling for bids and awarding those bids prior to Governing Board approval, with those actions being brought back to the Governing Board for ratification at the appropriate meeting.

By proceeding in this fashion, we have found that we are able to cut between 3-8 weeks from the normal time period for making commitments for various items within the budget.

This resolution is for 2018-2019 fiscal year and will be brought back to the Governing Board each fiscal year for review.

#### RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 12-17/18: Delegation of Powers to Agents for the 2018-2019 fiscal year.



## Resolution No. 12-17/18

## **Delegation of Powers to Agents for the 2018-2019 Fiscal Year**

WHEREAS, the Governing Board desires to streamline the procurement of goods, and services for the Eden Area ROP; and

WHEREAS, delays in contracting and purchasing may cause increase cost and decreased services to the district, and

WHEREAS, Education Code Section 39656 allows the Governing Board of any school district to delegate the authority to enter into contracts, purchase of supplies, materials, apparatus, equipment and services with a blanket authorization.

**NOW, THEREFORE, BE IT RESOLVED** that the Eden Area ROP Governing Board hereby delegates the authority contained in Education Code 39656 to the Superintendent and designee; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that this delegation is for contracts, change orders, purchase of supplies, materials, apparatus, equipment and services for current fiscal year, if they are in the approved budget, and must be ratified by the Governing Board within sixty (60) days of incurring the expenses; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that all contracts and purchases will conform in all instances with the legal requirements of Public Code 20111, 20114 and 20118.4, equipment and services for 2018-2019 fiscal year.

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this  $3^{rd}$  day of May 2018, by the following vote:

AYES:	
NOES:	
ABSTENTIONS:	
ABSENT:	

Linda Granger ROP Governing Board Clerk, Eden Area ROP Alameda County, State of California