



GOVERNING BOARD MEETING AGENDA

Thursday, December 7, 2017

5:45 pm

Location:

26316 Hesperian Blvd
Hayward, CA 94545

Website:

www.edenrop.org

Phone Numbers:

(510) 293-2971
Fax (510) 293-8225



Governing Board Members

Lisa Brunner, President
Janet Zamudio, Vice-President
Dot Theodore, Member
Peter Oshinski, Member

Hayward Unified School District
San Lorenzo Unified School District
Castro Valley Unified School District
San Leandro 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.

Copies of this agenda are available upon request



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

Date: Thursday, December 7, 2017
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. Student of the Month**

A. Presentation of ROP Student of the Month Awards (page 4)

- VII. 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 November 2, 2017 (pages 5-9)
- B. Request the Governing Board to approve the Bill Warrants (pages 10-16)
- C. Request the Governing Board to approve the Eden Area ROP Section 125 Plan Revisions (pages 17-21)
- D. Request the Governing Board to approve the Agreement with Tim DeGrano as a Criminal Justice Teacher Consultant for the 2017-2018 School Year (pages 22-28)
- E. Request the Governing Board to approve the Agreement with the San Leandro Chamber of Commerce for the California Career Pathways Trust Grant for the 2017-2018 School Year (pages 29-38)

VIII. Information Items

- A. Fall Advisory Committee Meetings (page 39)

IX. Action Items

- A. Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2017 (page 40)
- B. Request the Governing Board to approve the 2017-2018 First Interim Budget Report (page 41)
- C. Request the Governing Board to approve the Eden Area ROP Organization Chart for the 2017-2018 School Year (pages 42-43)
- D. Request the Governing Board to approve the Agreement with Karen Huff for Training for the 2017-2018 School Year (pages 44-49)
- E. Request the Governing Board to approve the Agreement with Sonia Elgar for Grant Support for the 2017-2018 School Year (pages 50-55)
- F. Request the Governing Board to approve the Agreement with Fire2Wire for Turlock Internet Services for the 2017-2018 School Year (pages 56-59)
- G. Request the Governing Board to approve the Lease Transfer Agreement with Golden Eagle for Credit Card Services for the 2017-2020 School Years (pages 60-73)
- H. Request the Governing Board to approve the MOU with Mario Monterrosa-Instituto Monterrosa de Electricidad for the Spanish Electrical Trainee Program for the 2017-2018 School Year (pages 74-76)

X. Superintendent's Report

XI. Communications

XII. Other Business/ Governing Board Reports

A. Public

B. ROP Governing Board

XIII. Adjournment



DATE: December 7, 2017
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director
SUBJECT: Presentation of ROP Student of the Month Awards

BACKGROUND

The Eden Area ROP has developed a student recognition program to acknowledge outstanding efforts and achievements of our students.

CURRENT SITUATION

The student recognition program has proven to be a successful, motivational tool in the classroom, among the staff and the students of the Eden Area ROP.

The following students were selected as “ROP Students of the Month” for December:

Shelsey Diaz	San Leandro High	Graphics
Jose Gutierrez	San Leandro High	Automotive Technology
Ramon Sanchez	Arroyo High	Merchandising
Sa’nea Butler	Hayward High	Medical Careers

RECOMMENDATION

Information only

Consent Calendar





**Minutes of the Regular Meeting of the ROP Governing Board
November 2, 2017**

I. Call to Order

Board Vice-President, Janet Zamudio, called the meeting to order at 5:46 p.m. on Thursday, November 2, 2017 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:

Lisa Brunner, President	Hayward USD	arrived at 5:50 pm
Janet Zamudio, Vice-President	San Lorenzo USD	
Dot Theodore, Member	Castro Valley USD	
Peter Oshinski, Member	San Leandro USD	

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:

Barbara Juarez	Welding Technology Program Instructor
Gabriela Juarez	Superintendent's Executive Assistant
Marlene McDowell	First Responders Program Instructor
Audra Muñoz	Career Counselor
Kathy O'Brien	Dental Assisting Program Instructor
Daniel Pareja	Auto Refinishing Program Instructor
John Peters	First Responders Program Consultant

Others Present:

Students of the Month and their families

III. Pledge of Allegiance

Jose Rodriguez led the Pledge of Allegiance.

IV. Mission Statement

Audra Muñoz read the Eden Area ROP mission statement.

V. Approval of Agenda

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

AYES: 3 (Oshinski, Theodore, Zamudio)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Brunner)

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 November 2017:

Estefania Avila-Dominguez	San Leandro High	Automotive Refinishing
Hope Pihana	Arroyo High	Dental Assisting
Jose Rodriguez	Arroyo High	First Responders
Enrique Castellanos	San Lorenzo High	Welding Technology

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 follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of October 5, 2017
- B. Approve the Bill Warrants Items
- C. Approve the Personnel Action Items
- D. Approve the Contracts with Castro Valley/Eden Area and Hayward Chambers of Commerce for the California Career Pathways Trust Grant
- E. Approve the Advisory Committee Members
- F. Approve the Disposal of Obsolete Surplus Items

Trustee Peter Oshinski seconded the motion.

AYES: 4 (Brunner, Oshinski, Theodore, Zamudio)
NOES: 0
ABSTAIN: 0
ABSENT: 0

VIII. Information Items

A. CDE Course Review-Welding

Craig Lang, Director, introduced the Welding Program Instructor, Barbara Juarez, to review the program. Ms. Juarez started her presentation by saying that welding is a highly skilled craft and that 85% of the world's metal products require welding. Some of the career pathways for students are advanced welding, advanced manufacturing, electronics and machining.

In the class, students get hands-on job training and skills in stick, mig, tig, FLUX and plasma welding. Students also work on team building, professionalism, résumés and interview skills. In preparation for the industry, students take practice welding assessments. There are several career pathways available in the welding field. Students are able to showcase their skills and knowledge in fabrication, shielding arc and gas tungsten arc in competitions like SkillsUSA.

There are also several work based learning opportunities including mock interviews, guest speakers from apprenticeships and industry and field trips.

Students who excel in the program and meet the qualifications are able to attain a mastery certificate which is recognized by the industry and apprenticeships. This helps lead to higher paying wages and high demand jobs. Ms. Juarez concluded her report by sharing that many of her students are currently working as welders or in a related field being paid \$18 to \$24 an hour.

B. CDE Course Review-Dental Assisting

Mrs. Kathy O'Brien, Dental Assisting Instructor, reported information about the Dental Assisting & Registered Dental Assisting program. The Dental Assisting program is a program for high school juniors, seniors and adult students. Upon completion of the dental program, students receive a completion certificate, infection control certification and a license to take dental x-rays in the state of California.

Our Dental Program is one of a handful of ROPs that has an approved Registered Dental Assisting (RDA) program by Dental Board of California. Upon completion of RDA, students receive coronal polishing, pit and fissure sealant certificates and are immediately eligible to sit for the state boards.

The facility consists of 2 classrooms, a fully functioning dental laboratory, a fully functioning dental clinic, 3 x-ray operatories and a sterilization room. The significance of this is that it allows ROP students to experience a real-life dental office.

Students' career opportunities are not limited to just dental assisting or registered dental assisting, the program can lead them to several different career paths which include becoming a dental hygienist, dental laboratory technician, DA teacher, dental office business manager and dental supply sales associate. Students graduating from the Dental Assisting program start off between \$15.00 and \$20.00 per hour. Students graduating from the Registered Dental Assisting program have a minimum starting wage of \$20.00 per hour and upward.

Mrs. O'Brien shared that the program has well over 100 different dental offices currently contracted with to use as student internship sites. Students in the Dental Assisting program intern for 6 weeks. Students in the Registered Dental Assisting program are required to intern for 400 hours per California Dental Board regulations.

Mrs. O'Brien also reported that last year they were able to secure a partnership with La Clinica. La Clinica will be accepting student interns in their Oakland facilities. High school students will have the opportunity to assist with their mobile dental clinics as they travel to elementary schools in the Hayward area.

Students participate in many community events such as CDA Cares, Give Kids a Smile and East Bay Stand Down. CDA Cares is an annual event where the California Dental Association provides free dental work for anyone in need. Every year the California Dental Association also holds their annual "Give Kids a Smile Day". This is an event that offers free dental treatment to underprivileged children in California. East Bay Stand Down is an event held every other year at the Alameda County Fairgrounds that provides dental work to veterans.

Mrs. O'Brien concluded her report by sharing that Dental Board of California, regulates everything taught in the class. In order for her to keep the program current she is a part of several organizations which include: California Association of Dental Assisting Teachers, Dental Assisting Educator's Group, California Dental Assisting Association, American Dental Assisting Association and OSAP (The Department for Safety, Asepsis and Prevention). She also attends and participates in meetings of the Dental Board of California.

C. Recognition of the Eden Area ROP Teacher of the Year

Linda Granger, Superintendent, reported Mr. Bill Deslaurier, Construction Technology program Instructor, is the Eden Area ROP Teacher of the Year for 2017.

The Governing Board and Superintendent recognized Mr. Deslaurier, for being named an Alameda County Teacher of the Year. ACOE provided the Eden Area ROP with a short video clip that was shown during the Teacher of the Year event. The ROP staff shared the video clip with the Board.

D. Business Partner Breakfast and Business Partners of the Year

Evan Goldberg, Grant Coordinator, shared that he organized the annual Business Partner Breakfast. It was held on October 13, 2017 at the Marina Community Center in San Leandro. There were over 200 people in attendance. The purpose of the Business Partner Breakfast is to honor all of our business partners and all the ways they work with our districts, pathways and with CTE.

As part of the Business Partners Breakfast, the Business Partners of the Year are also honored. This year, the Eden Area ROP, the four school districts and the three chambers of commerce nominated a total of twelve Business Partners of the Year. The following were honored as the Eden Area ROP's Business Partners of the Year:

Bryan Daylor	Sutter Health Medical Center
Gary Owens	Youth Bridges-Alta Bates
John von Seeburg	Oracle
Mark Garcia	Mark's Transmissions
Michael Cobb	St. Rose Hospital
Deputy Chief Eric Vollmer	Hayward Fire Department
Linda Renteria	Casa Sanchez
Dr. Jennifer Ong	Family Eye Care
E. Dwayne Cornelious	San Leandro African American Business Council
Katherine Porter	Shannon Leigh Associates
Agent Diana Cin	FBI
Chief Mark Koller	Hayward Police Department

IX. Superintendent's Report

Superintendent Granger wanted to highlight the work being done with Chabot College regarding our articulation agreements. With the college and career readiness indicator being used by the State to determine the level of postsecondary preparedness for students there are several efforts to increase the current opportunities for dual enrollment and articulations with the colleges. In our working relationship with Chabot they have really worked hard on revising their articulation process to make it clearer and easier. There was a first time articulation summit in October. At the summit the ROP teacher and the Chabot faculty member were able to meet and discuss aligning course curriculums.

X. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Trustee Peter Oshinski, San Leandro USD representative, shared that the Oakland Ballet came and preformed three times; one for the elementary schools, the middle schools and the community. It was a great experience.

Trustee Dot Theodore, Castro Valley USD representative, reported that she attended a high school graduation requirement meeting. There was discussion about aligning the high school calendar with the community college calendar.

Trustee Janet Zamudio, San Lorenzo USD representative, wanted to update everyone that currently there is an effort to see if there is interest to add a countywide revenue measure to the June 2018 ballot. The measure would be called the Alameda County Child Care and Early Education Initiative and essentially it would be increasing the sales tax by ½ cent and that would double the current budget that Alameda County has to pay for childcare. This would allow better pay for employees, high quality programs and more space availability. Currently, there are listening sessions accessible to the public. She concluded by sharing that some districts are also presenting the Boards with resolutions in support of this measure.

Trustee Lisa Brunner, Hayward USD representative, reported that the engineering class at Hayward High School had the opportunity to tour the new Hayward Library while it is still under construction. She also shared that she attended the NFTE nationals in New York. She invited the Board to visit the new NFTE center in San Leandro.

XI. Adjournment

The meeting was adjourned at 6:49 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: December 7, 2017
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 October 18, 2017 through November 13, 2017 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: December 7, 2017
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Eden Area ROP
Section 125 Plan Revisions

BACKGROUND

The Eden Area ROP uses American Fidelity as its Section 125 Plan service provider. Annually the plan is re-serviced to comply with the Internal Revenue Service Regulations because it is necessary that the information contained in the plan document be accurate.

CURRENT SITUATION

Attached is the revised section 125 plan.

CONSENT CALENDAR

Marites Fermin
Eden Area Regional Occupational Programs
26316 Hesperian Blvd
Hayward, CA 94545

Re: Section 125 annual re-service information

Dear Marites Fermin,

Thank you for continuing to use American Fidelity as your Section 125 Plan service provider. According to our records, your plan is due for re-service soon. In order to keep your Section 125 Plan up-to-date and in compliance with Internal Revenue Service regulations, it is necessary that the information contained in your plan document be accurate.

Please take a few moments to carefully review the attached re-service letter which outlines the information contained in your current Section 125 Plan document. **If any of the information is inaccurate, please make the necessary corrections, additions or deletions on the form.** After all corrections have been made, return a copy of the form to our office in the enclosed self-addressed envelope or fax it to our attention at (800) 240-0642.

Based on the information that you provide on the form, we will update any and all legal plan documents and forward them to your attention for signatures. Please return this information to our office in a timely manner of its receipt to insure that any necessary revisions are made and a new plan document can be sent to you before your plan year begins. **If new rates are not available immediately upon receipt of this re-service letter, please wait until closer to the plan year renewal date to return this with the necessary changes.**

We appreciate the opportunity to help with your needs and look forward to assisting you with your Section 125 Plan. If you have any questions regarding this information, please contact our office by email at WG-AcctAdmin-S125@AmericanFidelity.com or by phone at (800) 662-1113 ext. 8904.

Sincerely,

Section 125 Administration
Account Administration Department
American Fidelity

Annual Re-service Letter

Employer Information

Name of Employer: **Eden Area Regional Occupational Programs**
Mailing Address: **26316 Hesperian Blvd Hayward CA 94545**
Telephone Number: **(510)293-2916**
Section 125 Contact Person: **Marites Fermin**
Employer Identification Number: **943158083**
Plan Description: **All Employees**
Plan Number: **501**

Plan Information

Upcoming Section 125 Plan Year: **1/1/2018 through 12/31/2018**

Eligibility Requirements (time worked required to be eligible for 125 Plan):

Length of Service: **First day of employment. Eligible employees include active employees and retired persons who receive an early retirement stipend from the District.**

Minimum Number of Hours Worked Per Week: **7.5**

Minimum Age: **18**

Are retired employees eligible to participate? **No**

Non-Elective Contributions (the dollar amount or percentage of premium the employer contributes under the Section 125 plan to pay for the employer's share of the cost of a specific premium OR that the employee can apply towards any benefit offered under the plan):

As determined by appropriate salary and/or compensation committees and approved by the administration and/or board.

Are any other Employer Contributions given? If so, please list below:

Will the Employee receive an amount as taxable compensation if opting out of coverage?
If yes, what is the amount? _____

If new rates are not available immediately upon receipt of this re-service letter, please wait until closer to the plan year renewal date to return this with the necessary changes.

Elective Contributions (the maximum dollar amount or percentage of compensation an employee can have taken out of their pay to purchase pre-tax benefits for the plan year):

100% of Compensation Per Plan Year

Available Benefits Offered Under the Plan - If insurance coverage is blank, there are no available carriers under this plan. The information may need to be updated or the coverage is listed on another plan.

Medical Insurance:

**American Fidelity Assurance Company Accident
CalPERS**

Disability Insurance:

American Fidelity Assurance Company 017 Kind Series

Cancer Insurance:

American Fidelity Assurance Company C-5 and all subsequent plans

Dental Insurance:

Delta Dental

Vision Insurance:

Vision Service Plan

Group Term Life Insurance: (includes group and individual term life meeting Section 79 requirements)

American Fidelity Assurance Company 5 Year Term Life Insurance Company of the SW Variable Annuity Life Nationwide American Life and Casualty U S Life Great American Life

If group term life is available, the plan participant may not exceed \$50,000 (the cost of amount in excess of \$50,000, including Employer amount, is taxable to the participant)

Flexible Spending Accounts:

Dependent Care Account:

Minimum Contribution Per Plan Year: **\$ 0**

Maximum Contribution Per Plan Year: **\$ 5000**

Recordkeeper: **American Fidelity Assurance Company**

Health Flexible Spending Account:

Minimum Contribution Per Plan Year: **\$ 0**

Maximum Contribution Per Plan Year: **\$ 2600**

Recordkeeper: **American Fidelity Assurance Company**

Are Debit Card's available? **Yes**

Eligibility for Coverage (if different than plan eligibility):

Grace Period? **No**

Carryover? **Yes**

Health Savings Account:

HSA? **N/A**

Limited Purpose Health Flexible Spending Account? **No**

If changes are necessary to your plan document:

- ☒ Please send the completed plan document(s) to me via *e-mail* at the following e-mail address:
(please print clearly) **mfermin@edenrop.org**
- ☐ I am unable to utilize the option above. Please mail the completed plan document(s) to me.
- ☐ American Fidelity will no longer be our Section 125 provider effective: _____

If you have more questions regarding your plan, please contact the Section 125 Department at **WG-AcctAdmin-S125@AmericanFidelity.com** or by phone at (800) 662-1113 ext. 8904



DATE: December 7, 2017
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Tim DeGrano as a Criminal Justice Program Teacher Consultant for the 2017-2018 School Year

BACKGROUND

The Eden Area ROP has offered first year criminal justice courses at many of our high school sites prior to the economic downturn. Of the past few years, we have been working to reinstate these programs at our partner high schools.

CURRENT SITUATION

In order to continue to provide relevant content to the students in our program within Hayward Unified School District, we have contracted with retired police officer, Tim DeGrano to work with our substitute instructor while we work to fill the vacancy in the program.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement")
for the 2015-2016 school year

BETWEEN

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

OF THE FIRST PART

-AND-

Tim DeGrano
(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:
 - Classroom design conducive to criminal justice instruction
 - Recommendations regarding equipment purchases and donations for effective instruction
 - Providing instruction regarding criminal justice occupations and required concepts in alignment with the model curriculum standards.
 - Engage in the development of an advisory committee to support the program remaining current with industry standards.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until December 22, 2017, 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. The service provider will be paid \$335 per day. Work days will align with HUSD student calendar.
5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Confidentiality

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

Non-Competition

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

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Tim DeGrano
2615 Lakeview Dr.
San Leandro, CA 94577

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Enurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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


Additional Provisions

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

SIGNED AND DELIVERED
in the presence of



Tim DeGrano



Linda Granger, Superintendent
Eden Area ROP

Oct. 23, 2017
Date

10.23.17
Date



DATE: December 7, 2017
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Evan Goldberg, Grant Coordinator
SUBJECT: Request the Governing Board to approve the Agreement with the San Leandro Chamber of Commerce for the California Career Pathways Trust Grant for the 2017-2018 School Year

BACKGROUND

In July 2015, the Eden Area ROP was awarded a \$5.8 million for the California Career Pathways Trust Round 2 grant. Part of this grant included funding to develop work-based learning experiences for career pathways in our Castro Valley, Hayward, San Leandro and San Lorenzo School Districts. Additionally, the Eden Area ROP was awarded \$275,865 from Peralta College's California Career Pathways Trust Round 1 grant to supplement this work.

CURRENT SITUATION

The attached contract codifies our working relationships with the San Leandro Chamber of Commerce. The contract has a scope of work which defines expectations.

Fiscal Impact: The San Leandro Chambers of Commerce will receive \$70,000 from CPT grant funds this fiscal year.

CONSENT CALENDAR



**Independent Contractor Agreement
San Leandro Chamber of Commerce Work Based Learning Liaison Work**

This Agreement is entered into between the Eden Area ROP (EAROP) and San Leandro Chamber of Commerce (CONTRACTOR). EAROP is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services.

The parties agree as follows:

1. **Services:** CONTRACTOR agrees to provide the services described in the attached Scope of Work. SEE "Scope of Work for Chambers of Commerce."
2. **Terms:** CONTRACTOR shall commence work on October 1, 2017. The work shall be completed no later than June 30, 2018.
3. **Compensation:** For the full performance of this Agreement, EAROP shall pay CONTRACTOR a total fee of seventy-thousand dollars, (\$70,000) payable as follows: EAROP shall pay Chambers of Commerce quarterly (October 1, January 1, April 1, and June 30). Quarterly payments will be seventeen-thousand-five hundred dollars (\$17,500).
4. **Insurance:** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence of bodily injury and property damage. Evidence of insurance is attached.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this agreement, *except:*
6. **Notices/Invoicing:** All notices and invoices provided under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

EAROP Contract Coordinator/Representative

Name: Evan Goldberg

Location/Site: EAROP Office

Address: 26316 Hesperian Blvd.

Hayward, CA 94545

Ph./Email: (510) 293-2930 egoldberg@edenrop.org

Contractor

Name: Emily Griego

Title: Pres. / CEO

Address: 120 Estudillo Ave.

SL, CA 94577

Phone/Email: 50.317.1400

7. **Status of Contractor:** This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Workers' Compensation coverage for CONTRACTOR'S employees and for payment of all federal, state, and local payroll taxes for and on behalf of CONTRACTOR'S employees.
8. **Fingerprinting:** By execution of this Agreement, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation, and school site foo-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the EAROP determines that the CONTRACTOR and the CONTRACTOR'S employees will have limited contact with pupils. In making this determination, EAROP will consider the totality of the circumstances, including factors such as length of time the CONTRACTOR and the CONTRACTOR's employees will be on the grounds of EAROP or Eden Area School District (Castro Valley, Hayward, San Leandro, and San Lorenzo USDs) and whether pupils will be in proximity to the site where the CONTRACTOR or the CONTRACTOR'S employees will be alone or with others.
- A. **EAROP Determination of Fingerprinting Requirement Application**
EAROP has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR'S employees (check one)
☒ are subject to the fingerprinting requirements of Education Code Sections 45125.1 and or 45125.2 and Paragraph B (below) is applicable
☐ are NOT subject to the fingerprinting requirements of Education Code Sections 45125.1 and or 45125.2 and Paragraph C (below) is applicable.
- B. If EAROP has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to EAROP that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to EAROP a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.
- C. Even if EAROP has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR'S employees on an EAROP or Eden Area School District site:
- (1) CONTRACTOR and CONTRACTOR'S employees shall check in with the main office on site each day immediately upon arrival;
 - (2) CONTRACTOR and CONTRACTOR'S employees shall inform site office staff of their proposed activities and location on the site;
 - (3) Once at such location, CONTRACTOR and CONTRACTOR'S employees shall not change locations without contacting the site office;
 - (4) CONTRACTOR and CONTRACTOR'S employees shall not use student restroom facilities; and
 - (5) CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR'S employees shall immediately contact the site office and request that a member of school site staff be assigned to the work location.

9. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this agreement.
10. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior consent of EAROP.
11. **Non-Discrimination:** CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, sex, marital status, medical condition, or physical handicap.
12. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend EAROP and its officers, agents, and employees from any and all claims and losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend EAROP and its officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this agreement.
13. **Copyright:** Any written and training products produced under this Agreement shall be a work for hire and shall be the property of EAROP. EAROP shall have the right to secure a copyright and the product may not be used, in any manner, without EAROP's written permission.
14. **Waiver:** No delay or omission by either party in exercising any right under this agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
15. **Termination:** EAROP may at any time terminate this Agreement upon 30 days written notice to CONTRACTOR. EAROP shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, EAROP may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, EAROP may secure the required services from another contractor.
16. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees. This Agreement shall be governed by the laws of the State of California.
17. **Completeness of Agreement:** This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.
18. **Approval:** This Agreement (3 pages total) shall become effective upon its approval by the undersigned persons.

Eden Area ROP

By:



Date:

11/13/17

Contractor

By:



Date:

11.13.17

**SCOPE OF WORK
CAREER PATHWAY TRUST PARTNERSHIP AGREEMENT
BETWEEN
Eden Area Regional Occupational Program and the
San Leandro Chamber of Commerce**

This Scope of Work, dated as of October 1, 2017 (the "Agreement") is by and between the Eden Area Regional Occupational Program ("EAROP") and the San Leandro Chamber of Commerce signing below (the "Signing Partner") as of the date of shown on the signature page.

The main purpose of this grant is for Chambers of Commerce to serve as liaisons to businesses, government, non-profit organizations, and other community organizations in order to link employers and educational institutions with a primary purpose of aggregating and making available work opportunities for students. This work begins with the Chambers existing partners and grows as time and capacity permit.

Funds from this grant are intended to fulfill the goals and outcomes of the Peralta College and Eden Area ROP *California Career Pathways Trust* grants. In these grants, EAROP, the four school districts, and Chabot College have dedicated themselves to developing career pathways for students. Overall goals for these grants are to:

- Increase the number of students with access to career pathways which include standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high-growth jobs in our region,
- Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student's academic career,
- Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Chambers will invoice the Eden Area ROP on a quarterly basis each year and provide required documentation on expenses. All expenditures must follow EDGAR, federal, and state guidelines.

Specific Tasks of this Scope of Work include:

1. Hire an individual whose primary responsibility will be to work in conjunction with the Eden Area Regional Occupation Center (EAROP) and its school district partners and Chabot College to provide access to and involvement of its organization's members, other community businesses, community-based organizations (CBOs) and government agencies to create work-based learning (WBL) experiences for the EAROP campus and district partners. Staff hired for this grant will not engage in similar additional work outside of their Chamber positions in the Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts without the express written permission of the Eden Area ROP and its district partners.

2. The primary work of this contract involves developing work-based learning (WBL) experiences through building relationships and engaging businesses, government, CBOs and other community partners. Work-Based Learning involves a progression of learning experiences that begin with Career Awareness, Career Exploration, Career Preparation and Career Training.
 - Career Awareness: Students build awareness of the variety of careers available, the role of post-secondary education. Typical activities include:
 - Class Visits/Guest Speakers
 - Field Trips/Workplace Tours
 - Career Fairs
 - Visiting parents at work
 - Career Exploration: Students explore career options and learn about the post-secondary requirements to inform their decision making. Typical activities include:
 - Informational Interviews
 - Mock Job Interviews
 - Job Shadowing
 - Career Preparation: Students apply their learning through practical experiences that develop knowledge and skills necessary for career and post-secondary success: Typical activities include:
 - Student-run enterprises with partner involvement
 - Service-Learning (combining academic work with community service)
 - Student leadership competitions and events
 - Internships
 - Integrated Projects
 - Participation on Advisory Boards
 - Career Training: Students train for employment and/or post-secondary education. Typical activities include:
 - Internships
 - Apprenticeships
 - Clinical Experiences
 - On-the-job training
3. Collaborate and coordinate with district and school-based work-based learning specialists in order to understand school needs, including:
 - School culture and climate
 - Academic needs
 - Pathways goals
 - Student interests
 - Development of work place or “soft” skills
 - Other school related needs

4. Work with WBL partners to ensure that all employer onsite activities provide:
 - Learning experiences that expose students to broad aspects of the work environment
 - Learning experiences that provide for real or simulated tasks or assignments which involve students in developing higher-order critical thinking and problem-solving skills
 - On-site mentoring that provides industry training, social guidance, support, and encouragement.
5. Participate in monthly Work-Based Learning meetings at Eden Area ROP to coordinate activities, reflect upon progress, and explore opportunities to develop WBL projects. Committee members will also include WBL specialists from Eden Area ROP and its partner school districts.
6. Engage businesses in special regional events during the 2017-2018 year, including:
 - a. Recruit chamber members to participate in a district-wide interview seminar including panel discussions and speed mock-interviews where students will undergo multiple interviews in a short period of time.
 - b. Recruit chamber members to participate in an industry-specific Career Pathway Conference that will feature content that aligns with specific career pathways and courses.
7. Obtain permission of Eden Area ROP, Chabot College and its school district partners before incorporating any of their branding tools in Chamber or membership promotional material. Examples of materials include:
 - Video
 - Printed or electronic collateral
 - Social Media
 - Newsletters
8. Reference the partnership with Eden Area ROP, Chabot College and its district partners in any public relations material and events related to WBL activities.
9. Submit to the Eden Area ROP for approval a detailed budget with anticipated staffing and expenses.
10. Provide regular reports on progress in the organization of WBL activities and outreach to Chamber members.
11. Document employer contacts and WBL experiences into agreed upon database to be shared regionally and with Eden Area partners to ensure grant compliance and develop effective and ongoing relationships with employers.
12. Review and provide feedback to Eden Area ROP and district sites on employer comments received through surveys and observations.

Budget to be Submitted to the Eden Area ROP

California Career Pathways Trust 2017-18 Grant Budget Page

Chamber Name: San Leandro Chamber of Commerce		Chamber CEO or Director: Emily Griego	
Chamber CEO or Director email: emilyg@sanleandrochamber.com		Phone Number: (510) 317-1400	
\$70,000 Budget		Fiscal Agent Contact:	
Expenditure Codes	Career Pathway Program (Dollar Value)	Business/ Community Match (Cash or In-Kind)	Budget Item Totals
1000 Management Salaries	\$62,200		
2000 Worker Salaries	0		
3000 Employee Benefits	\$ 5,500		
4000 Books and Supplies	\$ 500		
5000 Services and Other Operating Expenditures (other than travel expenditures)	\$ 1,500		
5200 Travel	\$ 300		
Totals		\$	
		%	

Please indicate the percentage of Sources of Local Match with the total amount of funds requested.


 Signature of Chamber Lead

Emily Griego
 Pres./CEO

11.13.17
 Date

**California Career Pathways Trust
2015–16 Budget Narrative**

Submit a **Budget Narrative** that explains all expenditures under each category within the budget. Include in the budget narrative any matching funds (cash or in-kind) for the proposed grant application.

See Attached.

San Leandro Chamber Budget				Q:1	Q:2	Q:3	Q:4
1000s	\$3,000	CEO/Program Admin	1.5 hour per week x 50 weeks x \$40 hour = \$3,000				
	\$48,000	CPT Program Manager	24 hours per week x 50 weeks x \$40 hour = \$48000				
	\$11,200	CPT assistant	8 hours per week x 50 weeks x \$28 hour = \$11200				
2000s							
3000s	\$5,500	Employee Benefits	SS, Medicare, CaSUI				
		Employee Insurance	Medical, Vision/Dental				
4000s	\$500	Books & Supplies	Computer & Office Supplies:paper				
5000s		Contractors					
		Videography					
		Special Event Funds					
	\$1,500	Professional Development					
5210	\$300	Mileage	.575 x 10 miles per week x 50 weeks = \$300				
5700		Printing/Photocopying					
	\$70,000	GRANT TOTAL					

Information Items





DATE: December 7, 2017
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Bernie Phelan, Assistant Director of Off-Site Programs
SUBJECT: Fall Advisory Committee Meetings

BACKGROUND

Advisory committees are established in instructional areas to provide the advice and support of business, labor and industry to maintain high quality career technical education programs. In an advisory capacity, these committees assist the ROP faculty in the development and implementation of career technical programs. The advisory members work with the instructional staff to integrate rigor, relevancy and workplace skills. Advisory members help to establish community classroom and cooperative learning experiences.

CURRENT SITUATION

Our fall Advisory Committee meeting was held on November 6, 2017 at 6:00 pm, at the San Leandro Senior Center. The committee was represented by faculty, parents, students and business partners that serve four school districts (Hayward, San Leandro, San Lorenzo, Castro Valley) including the Eden Area ROP.

The group was given information on the current state of CTE, job market/hiring trends and building work based learning opportunities for students. Each group was broken out by pathway and as a result, discussed valuable topics that are industry specific.

A spring Advisory Committee meeting is scheduled for April 11, 2018 where Perkins funding/budget will be discussed.

RECOMMENDATION

Information only

Action Items





DATE: December 7, 2017
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2017

CURRENT SITUATION

Pursuant to the standards for financial and compliance audits, the Eden Area ROP is audited by an independent auditor in compliance with the Government Auditing Standards, issued by the Controller General of the United States, and Standards and Procedures for Audits of California K-12 Local Educational Agencies, as prescribed by the State Controller.

For the fiscal year ending June 30, 2017, Eden Area ROP exhibits compliance with the Governmental Accounting Standards Board (GASB) Statement No. 34 – *“Basic Financial Statement – and Management’s Discussion and Analysis – for State and Local Governments”*. Included in the report, is the Eden Area ROP management analysis of the Program’s overall financial position called the Management Discussion and Analysis (MD&A). Per GASB statement No. 34, Fund financial statements now focus on major funds and they are prepared using the full accrual accounting method, including the reporting of major classes of capital assets.

The report is included under separate cover and is available for review by the public upon request.

RECOMMENDATION

It is recommended that the ROP Governing Board approve the Annual Independent Auditor’s Report for the year ending June 30, 2017.



DATE: December 7, 2017
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the 2017-2018 First Interim Budget Report

CURRENT SITUATION

The First Interim report reflects revenues and expenditures as of October 31, 2017. The report was prepared and reviewed in accordance with all federal, state and local adopted criteria and standards using Local Control Funding Formula (LCFF) and Local Control Action Plan (LCAP).

“The District Board of Education shall certify in writing whether or not Eden Area ROP is able to meet its financial obligations for the remainder of the 2017-2018 fiscal year and, based on current forecasts, for the next two subsequent fiscal years 2018-2019 and 2019-2020 respectively. The certifications shall be classified as either positive, qualified, or negative, pursuant to standards and criteria adopted by the State Board of Education (Education Code 33127)”. The Eden Area ROP is certifying a positive certification, and that staff prepared the report, along with assumptions using the School Services of California (SSC) Inc. Dartboard as well as Alameda County Office of Education (ACOE) guidelines. In certifying the 2017-2018 First Interim Report as positive, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and the two subsequent fiscal years.

The report confirms Eden Area ROP’s ability to meet all financial obligations for the current fiscal year 2017-2018 and two subsequent fiscal years 2018-2019 and 2019-2020. Finally, Eden Area ROP continues to meet and exceed AB 1200 requirements.

The report is included under separate cover and is available for review by the public upon request.

RECOMMENDATION

It is recommended that the Governing Board approve the 2017-2018 First Interim budget report.



DATE: December 7, 2017
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Eden Area ROP Organization Chart for the 2017-2018 School Year

BACKGROUND

The attached organization chart outlines the structure of the Eden Area ROP Administrative, Business Services and Educational Services units for the 2017-2018 school year.

CURRENT SITUATION

The new chart reflects current changes to the organization. Changes and updated information are indicated in red on the attached organizational chart.

RECOMMENDATION

It is recommended that the Governing Board approve the Eden Area ROP Organization Chart for the 2017-2018 school year.

Organization Chart 2017-2018

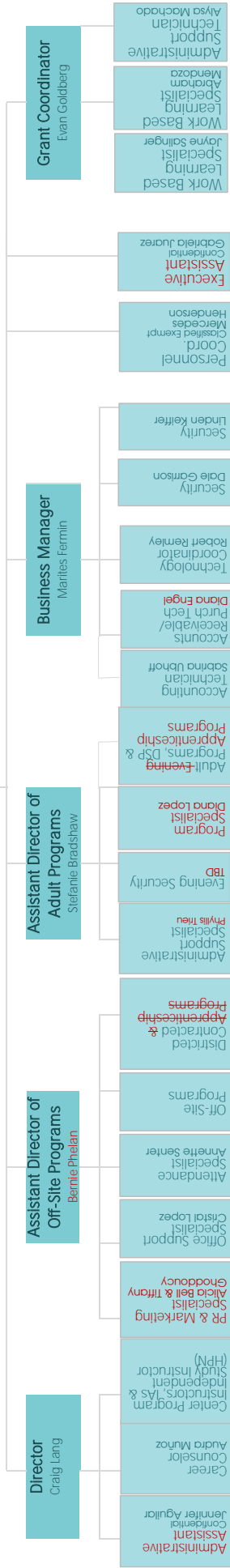
Students, Parents & Community

ROP Governing Board

Hayward USD Board President Lisa Brunner 1/1/16-12/31/17	San Lorenzo USD Board Vice President Janet Zamudio 1/1/16-12/31/17	San Leandro USD Board Member Peter Oshinski 1/1/17-12/31/18	Castro Valley USD Board Member Don Theodore 1/1/17-12/31/18
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Superintendent
Linda Granger

Coordinating Council-Superintendents from:
Castro Valley, Hayward, San Leandro & San Lorenzo USD



Center Program Instructors of:

- Automotive Refinishing
- Automotive Technology I & II
- Careers in Education
- Criminal Justice/Forensic Science
- Construction/Green Technology
- Computer/Web Programming**
- Culinary Science
- Cyber Security**
- Dental/Registered Dental Assisting
- First Responders
- Medical Careers
- Merchandising
- Web Graphics & Digital Design
- Welding/Metal Fabrication Technology

Instructional Assistants

- Dental/Registered Dental Assisting
- Merchandising
- Student Store

Off-Site Program Instructors of:

- Academy, SLE
- Administrative Justice
- Business Economics
- Business Economics & Finance
- Business Ownership
- Criminal Justice
- College & Careers**
- Computer Applications
- Computer Essentials
- Computer Programming
- QVE Work Experience
- Economics**
- Entrepreneurship
- Marketing**
- Marketing I/II**
- Sports and Entertainment Marketing

Apprenticeship Programs

District Contracted Programs:

- Auto Mechanics
- Auto Mechanics (advanced)
- Auto Mechanics (beginning)
- Biomedical**
- Biotechnology
- Computer Programming**
- Culinary Arts
- Drama
- Drama (advanced)
- Graphics
- Human Body Systems**
- Industrial Technology/Woods
- Industrial Technology/Woods (advanced)
- Internet Engineering
- Intro to Computer Web Journalism
- Media Arts
- Medical Interventions**
- Photography
- Photography (advanced)
- Principles of Biology**
- Sports Medicine
- Video Production **Advanced**
- Video/TV (advanced)**
- Yearbook

Adult Evening Programs

- Clinical Medical Assisting
- Electrical
- Welding/Metal Fabrication
- #No-to-Electrical**

Apprenticeship Programs



DATE: December 7, 2017
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director
SUBJECT: Request the Governing Board to approve the Agreement with Karen Huff for Training for the 2017-2018 School Year

BACKGROUND

The Eden Area ROP's Educational Services Department has a strong focus on data collection and report preparation for the ROP, grants and other required agencies. Karen Huff is a former administrator that worked for the Eden Area ROP and partnering districts to provide support to students and teachers. To ensure a smooth transition with our new Assistant Director of Off-Site Programs, we have asked Mrs. Huff if she would be available to provide additional support during key time periods throughout the year.

CURRENT SITUATION

The attached is a copy of the agreement between Karen Huff and the Eden Area ROP to provide training for the 2017-2018 school year.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with Karen Huff for training for the 2017-2018 school year.

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement")
for the 2017-2018 school year

BETWEEN

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

OF THE FIRST PART

-AND-

Karen Huff
(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:
 - Provide outlines/checklists and timelines for events on Educational Services master action calendar.
 - Recommendations on creating reports to run from Socrates to complete reports for the ROP and outside agencies.
 - Collaboratively modify and streamline present process in the Educational Services Department.
 - Recommendations on strategies and procedures for the Assistant Director to build relations with partnering schools and district contracted CTE teachers.

Term of Agreement

2. The term of this Agreement will begin on July 1, 2017 and will remain in full force and effect until June 30, 2018, 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. The service provider will be paid \$80 per hour worked for a maximum of 150 hours. 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.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

- a. Eden Area ROP
26316 Hesperian Blvd., Hayward, California, 94545
Fax Number: 510-293-8325
- b. Karen Huff
9933 Burr Street, Oakland California, 94605

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Karen Huff

Date

Craig Lang, Director
Eden Area ROP

Date



DATE: December 7, 2017
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 Sonia Elgar for Grant Support for the 2017-2018 School Year

BACKGROUND

The Eden Area ROP Adult Programs department provides a fee-based employability training program for adults.

CURRENT SITUATION

The Adult Programs department continues to seek additional revenue sources that will support increased enrollment and provide employability training options to key target populations within the community. Sonia Elgar provided support to the Adult Programs department by assisting with the completion of the California Workforce Accelerator Grant 6.0 application that was due on October 16, 2017. Attached is the agreement for her services.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with Sonia Elgar for grant support for the 2017-2018 school year.

AGREEMENT FOR SERVICE
THIS AGREEMENT FOR SERVICE (this "Agreement")
for the 2017-2018 school year
BETWEEN
Eden Area ROP of 26316 Hesperian Blvd, Hayward, California, 94545
(the "Customer")
OF THE FIRST PART
-AND-
Sonia Elgar
(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:
 - **Assist Adult Programs with the completion of the California Workforce Accelerator 6.0 grant application.**

Term of Agreement

2. The term of this Agreement will begin on October 12, 2017 and end on October 16, 2017.

Performance

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

Compensation

4. The service provider will be paid a one-time flat rate of \$1,040.
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.

Confidentiality

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

Non-Competition

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

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

15. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
 - a. Eden Area ROP
26316 Hesperian Blvd., Hayward, California, 94545
Fax Number: 510-293-8325
 - b. Sonia Elgar
565 Tramway Drive
Milpitas, CA 95035
(408) 966-8551

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Enurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Sonia Elgar

Date

Stefanie Bradshaw
Assistant Director of Adult Programs
Eden Area ROP

Date



DATE: December 7, 2017
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 Fire2Wire for Turlock Internet Services for the 2017-2018 School Year

BACKGROUND

The Eden Area ROP acquired the Construction Craft Training Center (CCTC) on October 1, 2016. The Electrical Trainee program is a hybrid model of online and in-person classes.

CURRENT SITUATION

Fire2Wire will serve as the internet service provider for the Turlock location. The attached contract provides details of the Fire2Wire internet service.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with Fire2Wire for Turlock internet services for the 2017-2018 school year.

PLEASE KEEP PAGES 1-2, RETURN PAGE 3

This Agreement ("Agreement"), effective _____, is between Fire2Wire ("F2W") and Eden Arm ROP ("Customer"). This Agreement sets forth the terms and conditions under which F2W shall provide Internet Access Services (hereinafter "Service" or "Services") to Customer.

SECTION I

Terms of the Service

- A. Service will commence on the Service Activation Date and will continue for the term specified in this contract. The term of the Service shall continue on a month to month basis after the term specified has expired based on the terms and conditions set forth herein.
- B. The Service Activation Date shall be the date Customer has connectivity over the transport network to F2W's Internet Access Network.
- C. Customer understands and agrees that if the first level of service can be provided, even if a higher speed was requested and/or the customer doesn't like the aesthetics of the equipment, and decides to cancel the site survey \ installation there will be a \$150.00 truck roll fee.

1. Billing and Collections

- A. For all charges, including installation charges and taxes, if applicable, F2W will (i) bill the Customer's credit card or (ii) send Customer an invoice. The first charge for Service will include: (1) the total charges for the following month, and (2) the installation charges, as applicable. Monthly recurring Service charges shall commence on the Service Activation Date, and shall be billed in advance of Service for months following the first month of service. Invoices are due and payable in full upon receipt. If any portion of payment is received after the late payment date, a monthly late charge may be charged to Customer as liquidated damages. The monthly late charge will be 1.5% of the entire outstanding balance for each month or portion thereof (18% per annum) for which the balance remains. Disconnection of service due to non payment may have a reconnect fee of one month service or \$50 which ever is less.
- B. In the event Customer fails to pay charges billed from F2W, or its billing agent, or F2W is unable to bill Customer, F2W reserves the right to bill outstanding sums in any of the alternative methods identified in paragraph 1A. Any disputes regarding billing shall be resolved in accordance with section 11.

2. Interruption of Service

Customer understands and agrees that temporary interruptions may occur as normal and reasonable events in the provision of the Service. F2W agrees to exercise reasonable care to prevent such occurrences. Customer further understands and agrees that F2W has no control over third party networks.

3. Limitation of Liability

- A. F2W shall make reasonable efforts to provide continuous, uninterrupted, expedient, and error-free Service to Customer. In no event shall F2W be liable to Customer or any other person for any special, incidental, consequential, or punitive damages of any kind, including without limitation, loss of profits, loss of income or cost of replacement services.
- B. F2W's liability for damages for interruptions of Services, or for mistakes, omissions, delays, errors and defects in the provision of the Services, shall in no event exceed an amount equal to the prorated charges to Customer for the period during which the Services are affected.
- C. F2W makes no warranty that the service will meet customer's requirements or that the service will be uninterrupted, timely, secure or error free; nor does F2W make any warranty as to the accuracy or reliability of any information obtained through the service. Customer understands and agrees that any material and/or data downloaded, or otherwise obtained, through the use of the service, is done at the customer's own risk, and that customer will be solely responsible for any damage to customer's computer system or loss of data which results from the download of such material and/or data.
- D. F2W makes no warranty regarding any transactions executed through the service, and customer understands and agrees that such transactions are conducted entirely at customer's own risk.

4. Cancellation and Termination

- A. In the event a ruling, regulation or order issued by a judicial, legislative or regulatory body causes F2W to believe that this Agreement may be in conflict with such rules, regulations or orders, the Customer shall either agree to modify this Agreement to conform to the terms of such rules, regulations or orders, or F2W may terminate this Agreement without liability.
- B. Customer may terminate the service set forth in this contract upon thirty days' prior written notice to F2W during or after the contract matures. However, upon termination, Customer shall pay any applicable cancellation charges as set forth in subpart D of this paragraph. Customer shall not be bound to cancellation charges if F2W is in default of services within the definition of this agreement or after the contract matures.
- C. If Customer fails to pay any charge when due, including but not limited to installation charges or taxes, or if Customer fails to perform or observe any other material term or condition of this Agreement, or if Customer provides false or inaccurate information which is required for the provision of the Service or that which is necessary to allow F2W to bill Customer for the Service, and such condition continues unremedied for thirty days from the date written notice is given, Customer shall be in default and F2W may terminate this Agreement. Upon such termination by F2W, Customer shall be liable for any applicable charges, including a Cancellation Charge, and all equipment will be scheduled to be removed.
- D. A Cancellation Charge for early termination of Services will be applied to the final bill. The Cancellation Charge shall be in the sum of \$300.00.

5. Assignment and Subcontracting

- A. F2W may, at any time, assign its rights and delegate its duties under this Agreement. The assigning party shall give written notice of any such assignment.
- B. F2W may subcontract any or all of the work and duties to be performed under this Agreement, but shall retain responsibility for the work subcontracted.

6. Governing Law

This Agreement shall be construed in accordance with the laws of the State of California.

7. Modification of Terms and Conditions

No amendment of this Agreement shall be valid unless in writing and duly executed by both parties.

8. Force Majeure

Neither F2W nor Customer shall be responsible for damages and/or delays and/or failures in performance resulting from acts and/or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies, any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts, inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of common carriers.

9. Use Limitations

- A. Customer agrees to comply with the rules, regulations and policies, including but not limited to, F2W's Acceptable Use Policy (located at "<http://www.fire2wire.com/>"), all policies applicable to F2W and all policies applicable to any network that is accessed through F2W. Violation of any such rules, regulations and policies, or any attempt to break security or to access an account which does not belong to Customer, shall be liable for any applicable charges, including cancellation charges.
- B. Nothing contained in this Agreement may be construed to convey to Customer any interest, title, or license in the user ID, electronic mail address, Universal Resource Locator or domain name used by Customer in connection with the Service.
- C. F2W reserves the right to suspend or terminate Service to the Customer, or suspend or terminate any user ID, electronic mail address, Universal Resource Locator or domain name used by Customer in the event it is used in a manner which (i) constitutes violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent, obscene or deceptive; (iii) is intended to threaten, harass or intimidate; (iv) tends to damage the name or reputation of F2W, its parent, affiliates and subsidiaries; or (v) interferes with other customers' use and enjoyment of the Services provided by F2W.
- D. Customer understands and agrees that any attempt to break security, or to access an account which does not belong to Customer, shall be considered a material breach of this Agreement, and such breach may result in suspension or termination of the Service. Customer further agrees to immediately notify F2W of (i) any unauthorized use of Customer's account and/or (ii) any breach, or attempted breach, of security known to Customer.
- E. Customer understands that all speeds provided in conjunction with this contract for wireless Internet access are half duplex and burstable up to the speed chosen.
- F. F2W reserves the right to rate limit, deprioritize, or charge at the rate of \$2 per GB, data on Customer's service that exceeds typical usage of the subscribed plan. Customer will be provided with 1 "grace" month to correct usage patterns before restrictions are enforced.

10. General

- A. If any portion of this Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect.
- B. If either party ever fails to enforce any right or remedy available to it under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party.
- C. Customer agrees that the statute of limitations for the commencement of any arbitration proceedings against F2W in accordance with paragraph 14 shall be one (1) year from the date of the accrual of such claim or cause of action.
- D. Any terms which by their sense and context are intended to survive expiration or termination of this Agreement shall survive.
- E. This Agreement constitutes the entire agreement between the parties, and consists of the foregoing terms and conditions and the terms and conditions on the attachments to this Agreement, which are incorporated herein by this reference.
- F. Notices and other communications shall be transmitted in writing by U.S. Mail postage prepaid and shall be effective four days after the mailing date. To F2W: Fire2Wire P.O. Box 100 Hughson Ca. 95326.

11. Binding Arbitration

Any dispute between the parties relating to the interpretation and enforcement of their rights and obligations under this Lease shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect. The provisions of the Commercial Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration except that the arbitration hearing itself shall be conducted in Modesto, California. The prevailing party shall be awarded reasonable attorneys' fees, expert and nonexpert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise. Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise. The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter. Any action to enforce the award or decision of the arbitrator shall be filed in the Superior Court of the State of California in and for the County of Stanislaus. In the event suit shall be brought by either party against the other in which this agreement is the subject of litigation, the party in whose favor final judgment shall be entered shall be entitled to have and recover of, and from the other, reasonable attorney's fees, to be fixed by the court wherein such final judgment shall be entered.

SECTION II

1. Equipment

- A. Title to Equipment provided by F2W under this Agreement shall become the property of the customer at the time of installation.
- B. Unless specified in an accepted Sales Order, which is executed pursuant to this Agreement, Customer is solely responsible for provisioning, configuration and maintenance of all customer provided equipment (hardware and software).
- C. F2W shall provide a warranty on the equipment installed for a period of 12 months after the date of installation. Once the warranty period has expired, Customer will be responsible for any equipment replacements needed to provide the service agreed upon in the contract.
- D. Warranty will cover all manufacturer defects of the equipment but will not cover willful damage or destruction of the equipment.

2. Installation of Equipment

- A. Customer shall provide reasonable access to Customer's premises, and adequate communications facilities, workspace, and roof access to enable F2W to perform its obligations under this Agreement. Customer shall make premises free from all hazardous material (e.g. asbestos) and dangerous conditions prior to performance of work by F2W.
- B. Installations is complete when:
 - Placement of the equipment has been chosen and agreed upon by Customer and installed by F2W onsite technician
 - Equipment is configured per manufacturer and F2W specifications
 - Internet access is working for one customer provided computer plugged into the equipment installed by F2W
- C. Installation does not include:
 - Installation or other work related to inside wire.
 - LAN configurations and testing of applications.
 - Additional site visits for Customer missed appointments, site not ready, or additional testing or configuration requested by Customer. Additional site visits will be billed on a time and materials charge at the then current rate, at a minimum of two hours per site visit.
 - Administration of installed units, or configuration changes requested after installation.

Fire2Wire ("F2W")

Wireless Internet Access Agreement (WS02)

**Wireless Internet Access Agreement**

F2W Internet Services is requested to provide "Customer" EdenROP, with Internet Access Service as described below, subject to the terms and conditions of the Agreement between F2W and Customer. This Internet Access Service section of the agreement is effective upon the date below and shall remain in full force and effect for the period checked below. (Terms are subject to availability) Customer will give F2W thirty days prior written notice for termination of Service during the term of this contract or after the contract matures. If a Cancellation Charge is due, it will be applied to the final bill.

Services, Rates and Charges -Wireless Internet Access Services (Select one of the following...)

Download / Upload Speed	Monthly Fee	Installation Fee	Term length	Select one...
Up to 1.5 Mbps / 512 Kbps	\$44.95/mo	\$199.00	1 year	<input type="checkbox"/>
		\$75.00/mo x 3	1 year	<input type="checkbox"/>
		\$299.00	n/a	<input type="checkbox"/>
Up to 3.0 Mbps / 768 Kbps	\$49.95/mo	\$199.00	1 year	<input type="checkbox"/>
		\$75.00/mo x 3	1 year	<input type="checkbox"/>
		\$299.00	n/a	<input type="checkbox"/>
Up to 6.0 Mbps / 1.0 Mbps	\$69.95/mo	\$199.00	1 year	<input checked="" type="checkbox"/> one-time
		\$75.00/mo x 3	1 year	<input type="checkbox"/>
		\$299.00	n/a	<input type="checkbox"/>

Options (Select one or more of the following...)

Option	Description	Fee	Select one or more...
Wireless router	Share your Internet service with multiple computers in your home or office	\$89.95 + tax	<input checked="" type="checkbox"/> one-time

This installation fee covers the purchase of all equipment (i.e. antenna, radio, etc.). This also includes network setup to one workstation, and one static IP address. It is agreed between the parties that if a facsimile of this document is signed and returned by facsimile transmission or copies to Fire2Wire, it shall be considered to be legally binding and enforceable as the original document and signature.

Customer Authorization for Contract of Services:

Customer Name:

Eden Area ROP

Installation Address:

2480 ACME Street, Turlock, CA 95380

Primary Contact:

Michael Baker

City:

Zip:

Contact Phone:

209-595-5151

Cell:

209-968-9467

Signed:

(Jeffrey Bradshaw)

Date:

Signed: Stefanie Bradshaw, Asst Director of ADULT Programs**Customer Billing Information:**

Billing Name:

Eden Area ROP

Billing Address:

26316 Hesperian Blvd

Invoice Method:

☒ Email☐ FAX

City:

Hayward

Zip:

94545

Phone:

510-293-2910

Fax:

Email:

ptrieu@edenrop.org

A credit card on file is required in lieu of a credit check, a representative will call requesting this information

For office use only

Customer: 12692 | Ticket: 180480



DATE: December 7, 2017
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 Lease Transfer Agreement with Golden Eagle for Credit Card Services for the 2017-2020 School Years

BACKGROUND

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

CURRENT SITUATION

The Eden Area ROP assumed the contract with Golden Eagle to lease a credit card machine for the Electrical Trainee program for the remaining term of the contract which is 32 months. The attached lease transfer agreement reflects the transfer to the Eden Area ROP.

RECOMMENDATION

It is recommended that the Governing Board approve the lease transfer agreement with Golden Eagle for credit card services for the 2017-2020 school years.

GOLDEN EAGLE
LEASING LLC

419 East Main Street, Suite 102, Middletown, NY 10940
Tel. (866) 781-0440 Fax (800) 342-7172

LEASE TRANSFER APPLICATION

CURRENT LEASE INFORMATION

LEASE Number: 2034737
GUARANTOR: Christopher Floethe
BUSINESS NAME: Construction Craft Training

NEW APPLICANT'S INFORMATION

PLEASE PRINT CLEARLY IN INK

Name of Business: Eden Area R O P
Type of Business: public school
Business Address: 26316 Hesperian Blvd
City: Hayward State: CA Zip: 94545
Business Phone Number: 510-293-2905
Name of Applicant: Stefanie Bradshaw
Applicant's Relationship to the Business: Assistant Director - Adult Education
Applicant's Social Security Number: [REDACTED]
Applicant's Residence Address: [REDACTED]
City: Oakland State: CA Zip: [REDACTED]
Applicant's Residence Telephone Number: (510) 708-6733

Golden Eagle Leasing LLC will use the above information to determine the applicant's eligibility to assume financial responsibility for an existing equipment lease with our company. During the review of this application, Golden Eagle Leasing LLC will obtain credit reports and may obtain additional credit reports at some future time. If the application is approved, the applicant will be the personal guarantor on the existing equipment lease agreement. This application **WILL NOT BE PROCESSED** without all requested information including a non-refundable processing fee of \$130.00.

The applicant MUST attach a copy of a valid driver's license, social security card or another document showing applicant's legal signature.

Applicant's Signature: Stefanie Bradshaw Date: 8/18/17

LESSOR HAS ASSIGNED TO WELLS FARGO BANK, NATIONAL ASSOCIATION ("WELLS FARGO"), AND HAS GRANTED WELLS FARGO A SECURITY INTEREST IN, ALL RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE, ALL PRESENT AND FUTURE RENTAL, LEASE AND OTHER PAYMENTS AND CHARGES OWED TO LESSOR HEREUNDER AND ALL PRODUCTS AND PROCEEDS THEREOF, PURSUANT TO THE LOAN AND SECURITY AGREEMENT, DATED OCTOBER 30, 2013, AS HERETOFORE AMENDED, BETWEEN WELLS FARGO AND LESSOR, AS THE SAME NOW EXISTS AND MAY HEREAFTER BE AMENDED, MODIFIED, SUPPLEMENTED, EXTENDED, RENEWED, RESTATED OR REPLACED.

NON CANCELABLE EQUIPMENT FINANCE LEASE AGREEMENT

**Golden Eagle
Leasing, L.L.C.** (LESSOR)

132 West 31st Street, New York, NY 10001
Ph. (800) 683-5433 Fax (800) 342-7172

VENDOR NAME ("VENDOR")	VENDOR CODE	LEASE NUMBER 8034737
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LEGAL NAME OF LESSEE ("LESSEE") EDEN AREA ROP		D/B/A NAME		<input type="checkbox"/> CORPORATION <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP	
MAILING ADDRESS 26314 Hesperian Blvd		CITY Hayward	STATE CA	ZIP 94545	
BUSINESS ADDRESS (if different from above)		CITY	STATE	ZIP	
LESSEE PHONE NO. (510) 295-2905	BUS. START DATE	TYPE OF BUSINESS Public school	E-MAIL ADDR bradshaw@edenrop.org		

EQUIPMENT DESCRIPTION (Manufacturer, Model, Serial Number)	QUANTITY
Clover Mini Serial# [REDACTED]	
LOCATION OF EQUIPMENT (Address, Street, City, State, Zip) if different from above	
<div style="display: flex; justify-content: space-between;"> <div> <p>SCHEDULE OF LEASE PAYMENTS</p> <p>BASE MONTHLY LEASE PAYMENT \$ 249.99 and Loss & Damage Waiver fee of \$4.95 per month per unit of equipment, if applicable, as provided in Section 12 of this Lease for a MINIMUM LEASE TERM of 32 months ("Lease Term"). In addition, Lessee will pay all applicable taxes and an annual administrative tax processing fee of \$25. Such taxes may be collected prior to payment to the taxing authority. See Section 9 below for more details.</p> </div> <div> <p>PAYABLE AT SIGNING OF THE LEASE</p> <p><input type="checkbox"/> FIRST & LAST MONTHLY PAYMENT \$ _____</p> <p><input type="checkbox"/> LAST MONTHLY PAYMENT \$ _____</p> </div> </div>	

BANK NAME Wells Fargo	ROUTING [REDACTED]	ACCOUNT [REDACTED]
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LEASE ACCEPTANCE

No attempt at oral modification or rescission of this lease or any term thereof will be binding upon the parties. See Section 19 on Page 6 hereof. BY SIGNING THIS LEASE, THE UNDERSIGNED LESSEE ACKNOWLEDGES READING ALL 6 PAGES OF THIS LEASE, THAT ALL BLANK TERMS ON PAGE 1 WERE FILLED IN AT THE TIME OF SIGNING, THAT LESSEE HAS BEEN GIVEN A COPY OR AN OPPORTUNITY TO MAKE A COPY OF THE LEASE AND THAT LESSEE AGREES TO BE BOUND BY ALL THE TERMS OF THIS LEASE.

Bradshaw **Stefanie Bradshaw** Assistant Director of Adult Program
 Lessee's Authorized Signature Title Print Name Date

8/18/17

hereunder by credit card, you authorize us to charge that same credit card for any subsequent payments that become due and which are not collected via ACH, which authorization shall survive the expiration or termination of this Lease.

4. **NO CANCELLATION.** You cannot cancel this Lease during the Lease Term for any reason. You do not have a free trial period. Your duty to make the monthly lease payments is absolute, unconditional and irrevocable and is not subject to any offset, deduction, defense or counterclaim, notwithstanding that the Equipment is damaged or lost, or you no longer use, need or want the Equipment, or you return the Equipment to us (except as provided in Section 14 on page 5 of this Lease), or for any other reason.

5. **NO WARRANTIES.** WE ARE LEASING THE EQUIPMENT TO YOU "AS IS." WE HAVE MADE NO REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING THE EQUIPMENT. WE DISCLAIM ALL SUCH REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND. IF THE EQUIPMENT DOES NOT WORK AS REPRESENTED BY THE VENDOR OR ANY OTHER PERSON, OR IF THE VENDOR OR ANY OTHER PERSON FAILS TO PROVIDE ANY SERVICE, OR IF THE EQUIPMENT IS NOT PROPERLY INSTALLED OR IS UNSATISFACTORY FOR ANY OTHER REASON, YOU WILL MAKE ANY CLAIM THEREON SOLELY AGAINST THE VENDOR OR SUCH OTHER PERSON AND YOU WILL NOT MAKE ANY CLAIM AGAINST US, AND YOU WILL CONTINUE TO BE OBLIGATED TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE. WE WILL NOT BE LIABLE FOR ANY LOSS OR INJURY TO YOU OR ANY OTHER PERSON OR PROPERTY (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES) CAUSED BY THE EQUIPMENT OR ITS FAILURE TO OPERATE PROPERLY.

6. **NON-CONSUMER FINANCE LEASE.** We and you intend this Lease to be a "Finance Lease" as defined by Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we did not manufacture or license the Equipment nor did we select it for you. You selected the Equipment from the Vendor based upon your own judgment. You are aware that leasing the Equipment may be more expensive than purchasing the same equipment outright, and you have had an opportunity to research the cost to purchase the same equipment outright. You may have rights under the supply contract for the Equipment and you may contact the Vendor or the manufacturer of the Equipment for a description of those rights or warranties. You acknowledge that the Equipment is being leased for commercial and lawful purposes only and not for personal, family, or household purposes. You further agree that you are not a "consumer" with respect to this Lease, and neither this Lease nor any guaranty thereof shall be construed as a consumer transaction or as a "consumer lease."

7. **LEASE COMMENCEMENT; RECEIPT AND ACCEPTANCE OF EQUIPMENT.** The Lease shall commence on the first day on which we shall have accepted and executed the Lease and you shall have received the equipment ("Commencement Date") and shall continue until your obligations under the Lease are fully satisfied. Your monthly payments are due on the first day of each month following the Commencement Date. In addition, if the Commencement Date is other than the first day of a calendar month, then you shall pay to us, in addition to all other sums due hereunder, an amount equal to one thirtieth of the total monthly payment due or to become due hereunder multiplied by the number of days from and including the Commencement Date to the end of the calendar month in which the Commencement Date occurs. In the event that you have paid the first and last monthly lease payments without applicable taxes or other charges hereunder, we may add such taxes or other charges to the first or a subsequent ACH debit from your Account. You acknowledge that no interest will be paid on any advance lease payments. (If the Lessee will keep the Equipment at a Florida location, the remaining portion of this Section 7 is not applicable.) In the event that you have not received the Equipment, you shall notify us in writing via certified mail within thirty (30) days of the date you sign this Lease that you have not yet received the Equipment. Your failure to provide us with such notice shall constitute your acknowledgment that you have received and accepted the Equipment for all purposes of this Lease.

8. **ASSIGNMENT.** We may assign or transfer this Lease or our interest in the Equipment without notice to you. Any assignee of ours shall have all of the rights, including but not limited to the rights set forth in Section 3 on Page 2 hereof, but none of our obligations under this Lease and you agree that you will not assert against any assignee of ours any defense, counterclaim or offset. You shall not assign this Lease or in any way dispose of all or any part of your rights or obligations under this Lease or enter into any sublease for all or any part of the Equipment without our prior written consent.

9. **NET LEASE; TAXES; FEES.** You agree that the lease payments payable hereunder by you are to be net to us. You agree to pay us in advance or reimburse us for all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges including, but not limited to, UCC filing, recording and re-recording fees, imposed on you or us or incurred by us, for the ownership, use, or possession of the Equipment during the term of this Lease and during the month to month period thereafter, or for the lease payments hereunder (except our Federal or State income taxes), plus an administrative tax processing fee in the amount of \$25.00 per calendar year (regardless of the date you signed the Lease), and that we may collect such

PERSONAL GUARANTY

To induce Lessor to enter into this Lease and purchase the Equipment for Lessee and knowing that Lessor is relying on this guaranty as a precondition to entering into this Lease, I, the undersigned ("Guarantor"), individually, absolutely and unconditionally guaranty to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under the Lease irrespective of any other circumstance which might otherwise constitute a defense to this guaranty. Lessor shall not be required to proceed against Lessee or the Equipment or enforce any other remedy before proceeding against me. I agree to pay all reasonable attorneys' fees and other expenses Lessor incurs in enforcing this guaranty and Lease. I consent to any extension or modification granted to Lessee, and the release and/or compromise of any obligation of Lessee or any other obligors and guarantors shall not in any way release me from my obligations under this guaranty. This is a continuing guaranty and shall bind my heirs, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. This guaranty and any and all matters in dispute between me and Lessor whether arising from or relating to the guaranty itself, or arising from alleged matters occurring prior to, during, or subsequent to the execution of the guaranty ("Dispute"), shall be governed by the laws of the State of New York. All Disputes relating to this guaranty shall be litigated exclusively in the federal or state courts located in the State and County of New York notwithstanding that other courts may have jurisdiction over the parties and the subject matter, and I freely consent to the jurisdiction of such courts, including without limitation, the Civil Court of the City of New York. Lessor may properly serve me with legal process via certified mail by mailing same to my address set forth herein or to my current or last known address at the time of suit. I WAIVE, INSOFAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR IN ANY WAY RELATING TO THIS LEASE OR GUARANTY. I agree not to pursue a claim against Lessor or its assigns as part of a class action or other representative action, to the extent permitted by applicable law. I expressly authorize Lessor or its servicing agents or assigns continuing authority to obtain one or more investigative and other credit reports from a credit bureau or credit reporting agency and to conduct one or more credit checks concerning my credit history, and acknowledge that Lessor may furnish information relating to this Lease and guaranty to one or more credit reporting agencies. Disputes or inaccuracies regarding information Lessor furnishes to a credit reporting agency shall be sent to Lessor at its address listed above. I understand that upon my written request, Lessor will inform me whether or not a credit report was requested, and if such report was requested, of the name and address of the consumer reporting agency that furnished the report. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL 6 PAGES OF THIS LEASE, THAT ALL BLANK TERMS ON PAGE 1 WERE FILLED IN AT THE TIME OF SIGNING, THAT I HAVE BEEN GIVEN A COPY OR AN OPPORTUNITY TO MAKE A COPY AND THAT I AGREE TO BE BOUND BY ALL THE TERMS OF THIS GUARANTY AND LEASE.

S. Bradshaw Stefanie Bradshaw [Redacted]
Guarantor's Signature Print Name Social Security No.
[Redacted] Oakland CA [Redacted] 510 968-6733
Home Address City State ZIP Home Phone No.

TERMS AND CONDITIONS

1. Please take your time and carefully read all 6 pages of this Equipment Finance Lease Agreement ("Lease") so that you fully understand its terms and feel free to contact us with any questions you may have. We use the words "you" and "your" to mean the Lessee and Guarantor listed above, and the words "we," "us," and "our" to refer to the Lessor listed above. The term Lessor shall include its designees, servicing agents, successors and assigns.

2. **PURCHASE OF EQUIPMENT; TITLE.** We agree to purchase from the Vendor the equipment listed above ("Equipment") and lease the Equipment to you under the terms set forth in this Lease. So long as you are not in default under any of the terms of this Lease, we will not interfere with your quiet use and enjoyment of the Equipment. We shall at all times retain title to the Equipment. You are not authorized to release the Equipment to any third-party, including the Vendor, without our express written consent, and you shall maintain the Equipment in good operating condition, normal wear and tear excepted. You shall not remove the Equipment from the location shown herein without our written consent, which shall not be unreasonably withheld.

3. **AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF PAYMENTS.** You authorize us to automatically withdraw your monthly lease payment and any other amounts due, or otherwise payable by you under this Lease, together with any additional charges that may be reasonably imposed by Lessor in the future (provided that such charges will take effect only after thirty (30) days written notice to Lessee), by initiating via the Automatic Clearing House ("ACH") system debit entries to your account at the bank listed above or at such other bank or financial institution that you may provide us with from time to time ("Account"). You acknowledge that your Account is established for business purposes only and not for personal, family, or household purposes. In the event of a default of your obligations hereunder, you authorize us to debit your Account for the full amount provided for under this Lease without any further notice. You understand that the foregoing ACH authorization and your obligation to pay any amounts provided for under this Lease shall survive the expiration or termination of this Lease. You further understand that the foregoing authorization is a fundamental condition to induce us to accept this Lease. Consequently, such authorization is intended to be irrevocable. In the event that you purport to terminate such authorization, we, in our sole discretion, may invoice you for payments due under this Lease and impose a reasonable processing fee, which is currently \$5.00 per month, which amount we may change upon thirty (30) days written notice to you. In the event that you make any payment due

duplication of amounts referred to in clauses (1), (2), (4), (5), and (6) of this section), (4) as to all amounts referred to in the preceding clauses (1), (2), and (3), interest on such amount at the rate of eighteen percent (18%) per annum from the date of Default (but only to the extent permitted by law), through and including the date of payment of such amount, (5) our collection costs, including without limitation reasonable attorney's fees which you and we agree shall be no less than twenty-five percent (25%) of the total amount of the claim, and (6) the Replacement Value of each piece of Equipment you fail to return to us; and/or (b) exercise any other right or remedy available at law or in equity. We may, but shall have no duty to, repossess and remarket the Equipment or otherwise mitigate any damages relating to the Equipment. All rights and remedies set forth above are cumulative and may be enforced concurrently. You and we acknowledge the difficulty in establishing a value for the unexpired lease term and owing to such difficulty agree that the provisions of this section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. Any delay or failure to enforce our rights hereunder will not prevent us from enforcing any rights at a later time. In addition to the foregoing, if you assert any claim, action, proceeding, counterclaim or lawsuit against us ("Claim"), and we are successful in defending such Claim, you agree to pay us our reasonable attorney's fees and court costs in connection with defense of such Claim.

14. END OF LEASE TERM OPTIONS. At the expiration of the Lease Term or monthly renewal period as described in this section, provided that you are not in default, you have the following options: (a) you may return the Equipment, freight prepaid, to us within ten days of the expiration of the Lease Term or monthly renewal period and pay us a \$150 restocking fee; or (b) provided that you notify us in writing within thirty (30) days prior to the expiration of the Lease Term or monthly renewal period that you wish to exercise this option, you may purchase the Equipment on an AS-IS WHERE-IS basis for its Replacement Value which amount shall be due at the expiration of the Lease Term or monthly renewal period. If you do not provide us with thirty days' written notice of your intention to exercise option (b) above, or if you fail to return the Equipment to us within ten (10) days of the expiration of the Lease Term or monthly renewal period, this Lease shall thereupon be extended on a month-to-month basis at the same monthly lease payment and upon the same terms and conditions set forth herein, including your End of Lease Term Option set forth in this section. If you paid the last monthly lease payment at the time of the signing of this Lease, such payment shall be applied (without interest) to the last monthly lease payment upon your return of the Equipment to us provided that no other sums are owing by you to us under the Lease, in which event we may apply such payment to any such amount outstanding. By exercising option (a) or (b) above, your obligation to make monthly lease payments for the Equipment shall terminate. However, the exercise of any option in this section will not extinguish any other payment obligations arising under this Lease, including, but not limited to, the obligation to pay taxes and fees under Section 9 above. You acknowledge that the monies we collect for the restocking fee may provide us with a profit.

15. LATE PAYMENTS; COLLECTION COSTS. Whenever you do not make any payment in full when due under this Lease, you agree to pay us, in addition to any of the other remedies provided in this Lease, a late fee in an amount equal to eighteen percent (18%) of the full payment, but only to the extent allowed by law. Late fees shall be applied to each unpaid amount due under this Lease until such time, if any, that we declare all amounts immediately due and payable in accordance with Section 13. You will also pay us a processing charge of \$20.00 for each returned check, each rejected ACH debit, or each returned credit card charge plus all other reasonable collection costs we incur. Payments may first be applied to late fees and processing charges and then to Lease obligations.

16. GOVERNING LAW; CHOICE OF FORUM; WAIVER OF JURY TRIAL; LIMITATION ON ACTION. You and we agree that our acceptance and execution of the Lease at our executive office in the City and State of New York shall be the final act necessary for the formation of this Lease. This Lease, and any and all actions, proceedings, and matters in dispute between you and us, whether arising from or relating to the Lease itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to the Lease (all collectively referred to hereafter as a "Dispute"), shall be governed by the laws of the State of New York, without regard to the conflict of law, rules or principles thereof. All Disputes shall be instituted and prosecuted exclusively in the federal or state courts located in the State and County of New York notwithstanding that other courts may have jurisdiction over the parties and the subject matter. YOU AND WE WAIVE, INSOFAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY DISPUTE. We may properly serve you with legal process for any Dispute via certified mail by mailing same to your Mailing Address or to your current or last known address at the time of suit. Any cause of action you may have relating to a Dispute must be commenced within one year from the accrual of that cause of action.

17. ABILITY TO NEGOTIATE TERMS. For a limited period of time described below, you may negotiate certain terms and conditions of this Lease with us; you are not required to accept the terms and conditions as they currently appear in this Lease. If you wish to exercise this option, you must notify us in writing via certified mail within seven (7) days of the date you sign this Lease that you wish to exercise this option, and you must specifically set forth in good faith the particular term(s) that you wish to negotiate, whereupon you and we shall endeavor to negotiate in good faith alternative terms and conditions as may be mutually agreeable. In the event that you and we are unable to reach an agreement on modifications to this Lease following good faith negotiation, either party shall have the right to rescind this

charges through ACH debits to your Account during and after the expiration of the Lease. You acknowledge that the monies we collect from this administrative tax processing fee may provide us with a profit. We may estimate the amount of the taxes and charge you in advance for such total amount, through ACH debits or otherwise or we may charge you with a proportional amount with each monthly lease payment hereunder. In the event the estimate is lower than the amount of the actual taxes, you agree to pay the difference. In the event the estimate is higher than the actual taxes, we will refund the difference, unless the amount is less than \$10 in which event you hereby authorize us to keep the difference as an additional administrative tax processing fee. You acknowledge that taxes and related administrative tax processing fee may be collected prior to payment of those taxes to a taxing authority. Unless otherwise agreed to in writing, we shall file required personal property tax returns with respect to the Equipment.

10. **INDEMNITY.** You shall and do hereby agree to indemnify and save and hold us harmless from any and all liability, damage or loss, including reasonable attorney's fees, arising out of the operation, control, use, condition (including but not limited to latent and other defects, whether or not discoverable by you), maintenance, delivery and return of the Equipment. The indemnity shall continue in full force and effect notwithstanding the expiration or termination of the Lease.

11. **RISK OF LOSS.** You shall assume the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever (hereinafter referred to as a "Loss") during the term of this Lease and thereafter until redelivery of the Equipment to us. In the event of a Loss of any item of Equipment, you shall promptly notify us of the Loss and at your expense and at our option, you shall either (a) repair such item, returning it to its previous condition, unless damaged beyond repair, (b) pay us (except to the extent of any proceeds of insurance provided by you which we shall have received as a result of such Loss) for the replacement value of the Equipment which we estimate and you agree shall be ten percent (10%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is forty-eight (48) months or more; fifteen percent (15%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is thirty-six (36) to forty-seven (47) months; twenty percent (20%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is twenty-four (24) to thirty-five (35) months; and twenty-five percent (25%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is twenty-three (23) months or less ("Replacement Value"), (c) replace such item with a like item acceptable to us, in good condition and of equivalent value, which shall become our property, included within the term "Equipment" as used herein, and leased from us herewith for the balance of the full term of this Lease, or (d) pay us all accrued and unpaid monthly lease and other payments, late charges and interest, plus the Replacement Value of the Equipment. The obligation to continue making all monthly and other payments due under this Lease shall continue following a Loss, as if there had been no Loss, except in the case of option (d) above, in which case, your obligations to make monthly lease payments shall terminate.

12. **INSURANCE.** You shall keep the Equipment insured against all risks of a Loss at your expense for not less than the sum of the remaining monthly lease payments plus the full Replacement Value thereof. All such insurance shall be in form and with companies satisfactory to us and shall name us and our assignee(s) as Loss Payee as our interest may appear with respect to property damage coverage and require that the insurer give us at least ten (10) days written notice prior to the effective date of any modification or cancellation thereof. You may be able to add this insurance coverage to your existing commercial policy and should contact your insurance carrier or broker for that information. You shall deliver to us satisfactory evidence of insurance coverage required hereunder. The proceeds of such insurance payable as a result of a Loss shall be applied to satisfy your obligation as set forth in Section 11 above. Until such time as you provide us with satisfactory evidence of insurance coverage as required under this Section and at any other time during which insurance is not in force, you agree to purchase a Loss and Damage Waiver currently at the price of \$4.95 per month per unit of equipment, which amount we may change upon thirty (30) days' written notice to you, and which we may collect through ACH debits to your Account. Under the Loss and Damage Waiver, we will waive your responsibility for keeping the Equipment fully insured during the term of this Lease. In addition, in the event of a Loss, upon your notifying us of the same in writing that a Loss has occurred, and providing us with a copy of the applicable police or fire report, if any, and upon our determination that a Loss has in fact occurred, and provided that you are not at that time otherwise in default of this Lease, we will, at our sole option and discretion, either (a) provide for its replacement with equipment of comparable value and utility, in which case this Lease and all of your obligations hereunder shall continue, or (b) terminate this Lease, in which case your obligation to make monthly lease payments to us shall terminate. You acknowledge that the monies we collect from this Loss and Damage Waiver may provide us with a profit.

13. **EVENT OF DEFAULT; REMEDIES; CLAIMS.** If any one of the following events (each a "Default") shall occur, then to the extent permitted by applicable law, we shall have the right to exercise any one or more of the remedies set forth below: (i) you fail to pay any lease payment or any other payment hereunder when due; or (ii) you fail to perform or comply with any of the other terms, covenants, or conditions of this Lease. If a Default occurs, we may do any or all of the following at our option: (a) cancel this Lease and declare immediately due and payable and recover from you, by legal action, ACH debit or otherwise, an amount equal to the sum of (1) the amount of all lease payments, the due dates of which have passed but remain unpaid hereunder, (2) the present value, using a discount rate of 2%, of all other lease payments scheduled to come due until the end of the Term, (3) all other amounts due under this Lease, (without

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of ALAMEDA }

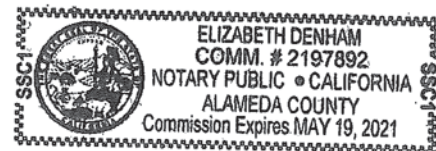
On AUG 18, 2017 before me, ELIZABETH DENHAM, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared STEFANIE BRADSHAW
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

LEASE TRANSFER APPLICATION

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 08/18/2017

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☒ Corporate Officer

ASST DIR - ADULT EDUCATION
(Title) EDEN AREA RPT

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Lease by sending a notice in writing via certified mail within ten (10) days of the date that you exercised the option to negotiate certain terms and conditions of this Lease. Your failure to provide timely notice that you wish to exercise this option, and/or your failure to send a timely notice of rescission, shall constitute your full acceptance of all of the terms and conditions of this Lease. We suggest that you seek the advice of your legal counsel to discuss this option.

18. **SEVERABILITY.** We and you intend this Lease to be a valid and subsisting legal instrument, and agree that any provision of this Lease which may be deemed unenforceable shall be modified to the extent necessary to render it enforceable and shall in no way invalidate any other provision or provisions of this Lease, all of which shall remain in full force and effect. No delay by us in enforcing any rights under this Lease shall be interpreted as a waiver of such rights, and any payment obligation set forth in this Lease shall survive the expiration or termination of the Lease. The section headings contained in this Lease are for convenience and easy reference only and shall not in any way affect the meaning or construction of any provision of this Lease.

19. **NO AGENCY; ENTIRE AND FINAL AGREEMENT.** You understand and agree that we are an entirely separate and independent company from the Vendor, the manufacturer of the Equipment, and/or credit card processor for your merchant processing account, if any. The Vendor, the manufacturer of the Equipment and/or credit card processor, if any, are not our agent and are not authorized to waive or alter any term or condition of this Lease and their representations shall in no way affect your or our rights and obligations set forth in this Lease, including your unconditional and irrevocable obligation to make the monthly lease payments as set forth herein. We do not provide merchant processing services and this Lease does not cover any such services. Any arrangement you have or are contemplating making for a merchant processing account is entirely independent of this Lease, or to your obligations hereunder. Please refer to your agreement with your merchant processor, if any, or contact your merchant's processor's representative to discuss the terms of your existing merchant processing arrangement. You understand that we will compensate the Vendor in connection with the execution of this Lease. This Lease contains the entire and final expression of the agreement between you and us, and may not be waived, altered, modified, revoked or rescinded except by a writing signed by one of our executive officers. All prior and/or contemporaneous oral and written representations are merged herein. No attempt at oral modification or rescission or termination of this Lease or any term thereof will be binding upon the parties.

VENDOR'S BILL OF SALE

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Vendor represents and warrants to Golden Eagle Leasing, LLC. ("Lessor") that it is the absolute owner of the Equipment, that the Equipment is free and clear of all liens, charges and encumbrances, and that the undersigned has full right, power and authority to make this bill of sale, and hereby sells, assigns, transfers and sets over the Equipment to Lessor.

Signer	Title	Dated	
Vendor Name			
Address	City	State	Zip
Vendor Phone No.			

LESSOR OFFICE USE ONLY

Accepted by **Golden Eagle
Leasing, L.L.C.**

Signature/Title	Print Name	Dated
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2034737

CCTA Existing
Lease

Signed 6/24/16 for 48 months



LEASE DOC



NLSSEP

Lessee Name: CONSTRUCTION CRAFT TRAINING

Vendor Code: CAPL1

Account Manager: TRACY CARPINELLI

Old Lease Number 1:

Old Lease Number 2:

Top edge of the document into scanner first. This side up.

LESSOR HAS ASSIGNED TO WELLS FARGO BANK, NATIONAL ASSOCIATION ("WELLS FARGO"), AND HAS GRANTED WELLS FARGO A SECURITY INTEREST IN, ALL RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE, ALL PRESENT AND FUTURE RENTAL, LEASE AND OTHER PAYMENTS AND CHARGES OWED TO LESSOR HERE-UNDER AND ALL PRODUCTS AND PROCEEDS THEREOF, IN ACCORDANCE WITH THE LOAN AND SECURITY AGREEMENT, DATED OCTOBER 30, 2013 AS HERETOFORE AMENDED, BETWEEN WELLS FARGO AND LESSOR, AS THE SAME NOW EXISTS AND MAY BE HEREAFTER BE AMENDED, MODIFIED, SUPPLEMENTED, EXTENDED, RENEWED, RESTATED OR REPLACED.

Capital A Leasing, Inc. ("LESSOR") One Penn Plaza, P.O. Box 6323, New York, NY 10119 ☎ Ph. 866-311-6793

LEGAL NAME OF LESSEE ("LESSEE") CONSTRUCTION CRAFT TRAINING CENTER		D/B/A NAME CONSTRUCTION CRAFT TRAINING		<input type="checkbox"/> CORPORATION <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP	
MAILING ADDRESS 26200 INDUSTRIAL BLD.		CITY HAYWARD	STATE CA	ZIP 94545	
BUSINESS ADDRESS (If different from above)		CITY	STATE	ZIP	

LESSEE PHONE NO. 510-785-2282	BUS. START DATE 15	TYPE OF BUSINESS TRADE SCHOOL	E-MAIL ADDR. CHRIS@CCTC.EDU
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EQUIPMENT DESCRIPTION (Manufacturer, Model, Serial Number)		QUANTITY
CLONER MINI		1
CLONER KEYPAD		1

LOCATION OF EQUIPMENT (Address, Street, City, State, Zip) If different from above

LEASE TERMS AND CONDITIONS

LEASE MONTHLY LEASE PAYMENT \$ **249.99** and Loss & Damage Waiver fee of \$4.95 per month per unit of equipment, if applicable, as provided in Section 12 of this Lease for a MINIMUM LEASE TERM of **48** Months ("Lease Term"). In addition, Lessee will pay all applicable taxes and an annual administrative tax processing fee of \$25 and such taxes may be collected prior to payment to the tax authority. Last monthly Lease payment is payable at signing of the Lease and such last monthly Lease payment plus the Loss & Damage Waiver fee and applicable taxes will be deducted from your Account as provided in Section 3 of this Lease on the Commencement Date. See Section 9 below for more details.

BANK NAME WELLS FARGO BANK	ROUTING [REDACTED]	ACCOUNT [REDACTED]
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GUARANTEE AND WAIVER

attempt at oral modification or rescission of this lease or any term thereof will be binding upon the parties. See Section 19 on Page 4 hereof. BY SIGNING THIS LEASE, THE UNDERSIGNED LESSEE ACKNOWLEDGES READING ALL 4 PAGES OF THIS LEASE, THAT ALL BANK TERMS ON PAGE 1 WERE FILLED IN AT THE TIME OF SIGNING, THAT LESSEE HAS BEEN GIVEN A COPY OR AN OPPORTUNITY TO MAKE A COPY OF THE LEASE AND THAT LESSEE AGREES TO BE BOUND BY ALL THE TERMS OF THIS LEASE.

Lessee's Authorized Signature Christopher Floethe	Title EXECUTIVE DIRECTOR	Print Name CHRISTOPHER FLOETHE	Date 6/14/16
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WARRANTY AND REMEDY

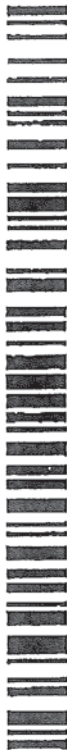
Induce Lessor to enter into this Lease and purchase the Equipment for Lessee and knowing that Lessor is relying on this guaranty as a precondition entering into this Lease, I, the undersigned ("Guarantor"), individually, absolutely and unconditionally guaranty to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under the Lease irrespective of any other circumstance which might otherwise constitute a defense to this guaranty. Lessor shall not be required to proceed against Lessee or the Equipment or enforce any other remedy before proceeding against me. I agree to pay all reasonable attorneys' fees and other expenses Lessor incurs in enforcing this guaranty and Lease. I consent to any extension or modification of the Lease, and the release and/or compromise of any obligation of Lessee or any other obligors and guarantors shall not in any way release me from my obligations under this guaranty. This is a continuing guaranty and shall bind my heirs, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. This guaranty and any and all matters in dispute between me and Lessor whether arising from or relating to the guaranty itself, or arising from alleged matters occurring prior to, during, or subsequent to the execution of the guaranty ("Dispute"), shall be governed by the laws of the State of New York. All Disputes relating to this guaranty shall be litigated exclusively in the federal or state courts located in the State and County of New York notwithstanding that other courts may have jurisdiction over the parties and the subject matter, and I freely consent to the jurisdiction of such courts, including without limitation, the Civil Court of the City of New York. Lessor may properly serve me with legal process via certified mail by mailing same to my address set forth herein or to my current or last known address at the time of suit. I WAIVE, SO FAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR IN ANY WAY RELATING TO THIS LEASE OR GUARANTY. I agree not to pursue a claim against Lessor or its assigns as part of a class action or other representative action, to the extent permitted by applicable law. I expressly authorize Lessor or its servicing agents or assigns continuing authority to obtain one or more investigative and credit reports from a credit bureau or credit reporting agency and to conduct one or more credit checks concerning my credit history, and I acknowledge that Lessor may furnish information relating to this Lease and guaranty to one or more credit reporting agencies. Disputes or inaccuracies regarding information Lessor furnishes to a credit reporting agency shall be sent to Lessor at its address listed above. I understand that upon my written request, Lessor will inform me whether or not a credit report was requested, and if such report was requested, of the name and address of the consumer reporting agency that furnished the report. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL 4 PAGES OF THIS LEASE, THAT ALL BLANK TERMS ON PAGE 1 WERE FILLED IN AT THE TIME OF SIGNING, THAT I HAVE BEEN GIVEN A COPY OR AN OPPORTUNITY TO MAKE A COPY AND THAT I AGREE TO BE BOUND BY ALL THE TERMS OF THIS GUARANTY AND LEASE.

Guarantor's Signature Christopher Floethe	Print Name CHRISTOPHER FLOETHE	Address [REDACTED]
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City MARTINEZ	State CA	ZIP 94553	Home Phone No. [REDACTED]
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TERMS AND CONDITIONS

1. Please take your time and carefully read all 4 pages of this Equipment Finance Lease Agreement ("Lease") so that you fully understand its terms and feel free to contact us with any questions you may have. We use the words "you" and "your" to mean the Lessee and Guarantor listed above, and the words "we," "us," and "our" to refer to the Lessor listed above. The term Lessor shall include its designees, servicing agents, successors and assigns.
2. **PURCHASE OF EQUIPMENT; TITLE.** We agree to purchase from the Vendor the equipment listed above ("Equipment") and lease the Equipment to you under the terms set forth in this Lease. So long as you are not in default under any of the terms of this Lease, we will not interfere with your quiet use and enjoyment of the Equipment. We shall at all times retain title to the Equipment. You are not authorized to release the Equipment to any third-party, including the Vendor, without our express written consent, and you shall maintain the Equipment in good operating condition, normal wear and tear excepted. You shall not remove the Equipment from the location shown herein without our written consent, which shall not be unreasonably withheld.
3. **AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF PAYMENTS.** You authorize us to automatically withdraw your monthly lease payment and any other amounts due, or otherwise payable by you under this Lease, together with any additional charges that may be reasonably imposed by Lessor in the future (provided that such charges will take effect only after thirty (30) days written notice to Lessee), by initiating via the Automatic Clearing House ("ACH") system debit entries to your account at the bank listed above or at such other bank or financial institution that you may provide us with from time to time ("Account"). You acknowledge that your Account is established for business purposes only and not for personal, family, or household purposes. In the event of a default of your obligations hereunder, you authorize us to debit your Account for the full amount provided for under this Lease without any further notice. You understand that the foregoing ACH authorization and your obligation to pay any amounts provided for under this Lease shall survive the expiration or termination of this Lease. You further understand that the foregoing authorization is a fundamental condition to induce us to accept this Lease. Consequently, such authorization is intended to be irrevocable. In the event that you purport to terminate such authorization, we, in our sole discretion, may invoice you for payments due under this Lease and impose a reasonable processing fee, which is currently \$5.00 per month, which amount we may charge upon thirty (30) days written notice to you. In the event that you make any payment due hereunder by credit card, you authorize us to charge that same credit card for any subsequent payments that become due and which are not collected via ACH, which authorization shall survive the expiration or termination of this Lease.
4. **NO CANCELLATION.** You cannot cancel this Lease during the Lease Term for any reason. You do not have a free trial period. Your duty to make the monthly lease payments is absolute, unconditional and irrevocable and is not subject to any offset, deduction, defense or counterclaim, notwithstanding that the Equipment is damaged or lost, or you no longer use, need or want the Equipment, or you return the Equipment to us (except as provided in Section 14 on page 3 of this Lease), or for any other reason.
5. **NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS."** WE HAVE MADE NO REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING THE EQUIPMENT. WE DISCLAIM ALL SUCH REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND. IF THE EQUIPMENT DOES NOT WORK AS REPRESENTED BY THE VENDOR OR ANY OTHER PERSON, OR IF THE VENDOR OR ANY OTHER PERSON FAILS TO PROVIDE ANY SERVICE, OR IF THE EQUIPMENT IS NOT PROPERLY INSTALLED OR IS UNSATISFACTORY FOR ANY OTHER REASON, YOU WILL MAKE ANY CLAIM THEREON SOLELY AGAINST THE VENDOR OR SUCH OTHER PERSON AND YOU WILL NOT MAKE ANY CLAIM AGAINST US, AND YOU WILL CONTINUE TO BE OBLIGATED TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE. WE WILL NOT BE LIABLE FOR ANY LOSS OR INJURY TO YOU OR ANY OTHER PERSON OR PROPERTY (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES) CAUSED BY THE EQUIPMENT OR ITS FAILURE TO OPERATE PROPERLY.
6. **NON-CONSUMER FINANCE LEASE.** We and you intend this Lease to be a "Finance Lease" as defined by Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we did not manufacture or license the Equipment nor did we select it for you. You selected the Equipment from the Vendor based upon your own judgment. You are aware that leasing the Equipment may be more expensive than purchasing the same equipment outright, and you have had an opportunity to research the cost to purchase the same equipment outright. You may have rights under the supply contract for the Equipment and you may contact the Vendor or the manufacturer of the Equipment for a description of those rights or warranties. You acknowledge that the Equipment is being leased for commercial and lawful purposes only and not for personal, family, or household purposes. You further agree that you are not a "consumer" with respect to this Lease, and neither this Lease nor any guaranty thereof shall be construed as a consumer transaction or as a "consumer lease."
7. **LEASE COMMENCEMENT; RECEIPT AND ACCEPTANCE OF EQUIPMENT.** The Lease shall commence on the first day on which we shall have accepted and executed the Lease and you shall have received the equipment ("Commencement Date") and shall continue until your obligations under the Lease are fully satisfied. Your monthly payments are due on the first day of each month following the Commencement Date. In addition, if the Commencement Date is other than the first day of a calendar month, then you shall pay to us, in addition to all other sums due hereunder, an amount equal to one thirtieth of the total monthly payment due or to become due hereunder multiplied by the number of days from and including the Commencement Date to the end of the calendar month in which the Commencement Date occurs. In the event that you have paid the first and last monthly lease payments without applicable taxes or other charges hereunder, we may add such taxes or other charges to the first or a subsequent ACH debit from your Account. You acknowledge that no interest will be paid on any advance lease payments. (If the Lessee will keep the Equipment at a Florida location, the remaining portion of this Section 7 is not applicable.) In the event that you have not received the Equipment, you shall notify us in writing via certified mail within thirty (30) days of the date you sign this Lease that you have not yet received the Equipment. Your failure to provide us with such notice shall constitute your acknowledgment that you have received and accepted the Equipment for all purposes of this Lease.
8. **ASSIGNMENT.** We may assign or transfer this Lease or our interest in the Equipment without notice to you. Any assignee of ours shall have all of the rights, including but not limited to the rights set forth in Section 3 on Page 2 hereof, but none of our obligations under this Lease and you agree that you will not assert against any assignee of ours any defense, counterclaim or offset. You shall not assign this Lease or in any way dispose of all or any part of your rights or obligations under this Lease or enter into any sublease for all or any part of the Equipment without our prior written consent.
9. **NET LEASE; TAXES; FEES.** You agree that the lease payments payable hereunder by you are to be net to us. You agree to pay us in advance or reimburse us for all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges including, but not limited to, UCC filing, recording and re-recording fees, imposed on you or us or incurred by us, for the ownership, use, or possession of the Equipment during the term of this Lease and during the month to month period thereafter, or for the lease payments hereunder (except our Federal or State income taxes), plus an administrative tax processing fee in the amount of \$25.00 per calendar year (regardless of the date you signed the Lease), and that we may collect such charges through ACH debits to your Account during and after the expiration of the Lease. You acknowledge that the monies we collect from this administrative tax processing fee may provide us with a profit. We may estimate the amount of the taxes and charge you in advance for such total amount through ACH debits or otherwise or we may charge you with a proportional amount with each monthly lease payment hereunder. In the event the estimate is lower than the amount of the

actual taxes, you agree to pay the difference. In the event the estimate is higher than the actual taxes, we will refund the difference, unless the amount is less than \$10 in which event you hereby authorize us to keep the difference as an additional administrative tax processing fee. You acknowledge that taxes and related administrative tax processing fee may be collected prior to payment of those taxes to a taxing authority. Unless otherwise agreed to in writing, we shall file required personal property tax returns with respect to the Equipment.

10. INDEMNITY. You shall and do hereby agree to indemnify and save and hold us harmless from any and all liability, damage or loss, including reasonable attorney's fees, arising out of the operation, control, use, condition (including but not limited to latent and other defects, whether or not discoverable by you), maintenance, delivery and return of the Equipment. The Indemnity shall continue in full force and effect notwithstanding the expiration or termination of the Lease.

11. RISK OF LOSS. You shall assume the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever (hereinafter referred to as a "Loss") during the term of this Lease and thereafter until redelivery of the Equipment to us. In the event of a Loss of any item of Equipment, you shall promptly notify us of the Loss and at our option, you shall either (a) repair such item, returning it to its previous condition, unless damaged beyond repair, (b) pay us (except to the extent of any proceeds of insurance provided by you which we shall have received as a result of such Loss) for the replacement value of the Equipment which we estimate and you agree shall be ten percent (10%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is forty-eight (48) months or more; fifteen percent (15%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is thirty-six (36) to forty-seven (47) months; twenty percent (20%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is twenty-four (24) to thirty-five (35) months; and twenty-five percent (25%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is twenty three (23) months or less ("Replacement Value"), (c) replace such item with a like item acceptable to us, in good condition and of equivalent value, which shall become our property, included within the term "Equipment" as used herein, and leased from us herewith for the balance of the full term of this Lease, or (d) pay us all accrued and unpaid monthly lease and other payments, late charges and interest, plus the Replacement Value of the Equipment. The obligation to continue making all monthly and other payments due under this Lease shall continue following a Loss, as if there had been no Loss, except in the case of option (d) above, in which case, your obligations to make monthly lease payments shall terminate.

12. INSURANCE. You shall keep the Equipment insured against all risks of a Loss at your expense for not less than the sum of the remaining monthly lease payments plus the full Replacement Value thereof. All such insurance shall be in form and with companies satisfactory to us and shall name us and our assignee(s) as Loss Payee as our interest may appear with respect to property damage coverage and require that the insurer give us at least ten (10) days written notice prior to the effective date of any modification or cancellation thereof. You may be able to add this insurance coverage to your existing commercial policy and should contact your insurance carrier or broker for that information. You shall deliver to us satisfactory evidence of insurance coverage required hereunder. The proceeds of such insurance payable as a result of a Loss shall be applied to satisfy your obligation as set forth in Section 11 above. Until such time as you provide us with satisfactory evidence of insurance coverage as required under this Section and at any other time during which insurance is not in force, you agree to purchase a Loss and Damage Waiver currently at the price of \$4.95 per month per unit of equipment, which amount we may change upon thirty (30) days' written notice to you, and which we may collect through ACH debits to your Account. Under the Loss and Damage Waiver, we will waive your responsibility for keeping the Equipment fully insured during the term of this Lease. In addition, in the event of a Loss, upon your notifying us of the same in writing that a Loss has occurred, and providing us with a copy of the applicable police or fire report, if any, and upon our determination that a Loss has in fact occurred, and provided that you are not at that time otherwise in default of this Lease, we will, at our sole option and discretion, either (a) provide for its replacement with equipment of comparable value and utility, in which case this Lease and all of your obligations hereunder shall continue, or (b) terminate this Lease, in which case your obligation to make monthly lease payments to us shall terminate. You acknowledge that the monies we collect from this Loss and Damage Waiver may provide us with a profit.

13. EVENT OF DEFAULT; REMEDIES; CLAIMS. If any one of the following events (each a "Default") shall occur, then to the extent permitted by applicable law, we shall have the right to exercise any one or more of the remedies set forth below: (i) you fail to pay any lease payment or any other payment hereunder when due; or (ii) you fail to perform or comply with any of the other terms, covenants, or conditions of this Lease. If a Default occurs, we may do any or all of the following at our option: (a) cancel this Lease and declare immediately due and payable and recover from you, by legal action, ACH debit or otherwise, an amount equal to the sum of (1) the amount of all lease payments, the due dates of which have passed but which remain unpaid hereunder, (2) the present value, using a discount rate of 2%, of all other lease payments scheduled to come due until the end of the Term, (3) all other amounts due under this Lease, (without duplication of amounts referred to in clauses (1), (2), (4), (5), and (6), of this sentence), (4) as to all amounts referred to in the preceding clauses (1), (2), and (3), interest on such amount at the rate of eighteen percent (18%) per annum from the date of Default (but only to the extent permitted by law), through and including the date of payment of such amount, (5) our collection costs, including without limitation reasonable attorney's fees which you and we agree shall be no less than twenty-five percent (25%) of the total amount of the claim, and (6) the Replacement Value of each piece of Equipment you fail to return to us; and/or (b) exercise any other right or remedy available at law or in equity. We may, but shall have no duty to, repossess and remarket the Equipment or otherwise mitigate any damages relating to the Equipment. All rights and remedies set forth above are cumulative and may be enforced concurrently. You and we acknowledge the difficulty in establishing a value for the unexpired lease term and owing to such difficulty agree that the provisions of this section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. Any delay or failure to enforce our rights hereunder will not prevent us from enforcing any rights at a later time. In addition to the foregoing, if you assert any claim, action, proceeding, counterclaim or lawsuit against us ("Claim"), and we are successful in defending such Claim, you agree to pay us our reasonable attorneys' fees and court costs in connection with defense of such Claim.

14. END OF LEASE TERM OPTIONS. At the expiration of the Lease Term or monthly renewal period, as described in this section, provided that you are not in default, you have the following options: (a) you may return the Equipment, freight prepaid, to us within ten days of the expiration of the Lease Term or monthly renewal period and pay us a \$150 restocking fee; or (b) provided that you notify us in writing within thirty (30) days prior to the expiration of the Lease Term or monthly renewal period that you wish to exercise this option, you may purchase the Equipment on an AS-IS WHERE-IS basis for its Replacement Value which amount shall be due at the expiration of the Lease Term or monthly renewal period. If you do not provide us with thirty days' written notice of your intention to exercise option (b) above, or if you fail to return the Equipment to us within ten (10) days of the expiration of the Lease Term or monthly renewal period, this Lease shall thereupon be extended on a month-to-month basis at the same monthly lease payment and upon the same terms and conditions set forth herein, including your End of Lease Term Option set forth in this section. If you paid the last monthly lease payment at the time of the signing of this Lease, such payment shall be applied (without interest) to the last monthly lease payment upon your return of the Equipment to us provided that no other sums are owing by you to us under the Lease, in which event we may apply such payment to any such amount outstanding. By exercising option (a) or (b) above, your obligation to make monthly lease payments for the Equipment shall terminate. However, the exercise of any option in this section will not extinguish any other payment obligations arising under this Lease, including, but not limited to the obligation to pay taxes and fees under Section 9 above. You acknowledge that the monies we collect for the restocking fee may provide us with a profit.

5. LATE PAYMENTS; COLLECTION COSTS. Whenever you do not make any payment in full when due under this Lease, you agree to pay us, in addition to any of the other remedies provided in this Lease, a late fee in an amount equal to eighteen percent (18%) of the full payment, but only to the extent allowed by law. Late fees shall be applied to each unpaid amount due under this Lease until such time, if any, that we declare all amounts immediately due and payable in accordance with Section 13. You will also pay us a processing charge of \$20.00 for each returned check, each rejected ACH debit, or each returned credit card charge plus all other reasonable collection costs we incur. Payments may first be applied to late fees and processing charges and then to Lease obligations.

3. GOVERNING LAW; CHOICE OF FORUM; WAIVER OF JURY TRIAL; LIMITATION ON ACTION. You and we agree that our acceptance and execution of the Lease at our executive office in the City and State of New York shall be the final act necessary for the formation of this Lease. This Lease, and any and all actions, proceedings, and matters in dispute between you and us, whether arising from or relating to the Lease itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to the Lease (all collectively referred to hereafter as a "Dispute"), shall be governed by the laws of the State of New York, without regard to the conflict of law, rules or principles thereof. All Disputes shall be instituted and prosecuted exclusively in the federal or state courts located in the State and County of New York notwithstanding that other courts may have jurisdiction over the parties and the subject matter. YOU AND WE WAIVE, INSOFAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY DISPUTE. We may properly serve you with legal process for any Dispute via certified mail by mailing same to your Mailing Address or to your current or last known address at the time of suit. Any cause of action you may have relating to a Dispute must be commenced within one year from the accrual of that cause of action.

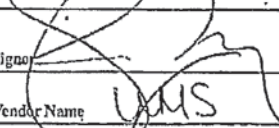
7. ABILITY TO NEGOTIATE TERMS. For a limited period of time described below, you may negotiate certain terms and conditions of this Lease with us; you are not required to accept the terms and conditions as they currently appear in this Lease. If you wish to exercise this option, you must notify us in writing via certified mail within seven (7) days of the date you sign this Lease that you wish to exercise this option, and you must specifically set forth in good faith the particular term(s) that you wish to negotiate, whereupon you and we shall endeavor to negotiate in good faith alternative terms and conditions as may be mutually agreeable. In the event that you and we are unable to reach an agreement on modifications to this Lease following good faith negotiation, either party shall have the right to rescind this Lease by sending a notice in writing via certified mail within ten (10) days of the date that you exercised the option to negotiate certain terms and conditions of this Lease. Your failure to provide timely notice that you wish to exercise this option, and/or your failure to send a timely notice of rescission, shall constitute your full acceptance of all of the terms and conditions of this Lease. We suggest that you seek the advice of your legal counsel to discuss this option.



3. SEVERABILITY. We and you intend this Lease to be a valid and subsisting legal instrument, and agree that any provision of this Lease which may be deemed unenforceable shall be modified to the extent necessary to render it enforceable and shall in no way invalidate any other provision or provisions of this Lease, all of which shall remain in full force and effect. No delay by us in enforcing any rights under this Lease shall be interpreted as a waiver of such rights, and any payment obligation set forth in this Lease shall survive the expiration or termination of the Lease. The section headings contained in this Lease are for convenience and easy reference only and shall not in any way affect the meaning or construction of any provision of this Lease.

1. NO AGENCY; ENTIRE AND FINAL AGREEMENT. You understand and agree that we are an entirely separate and independent company from the Vendor, the manufacturer of the Equipment, and/or credit card processor for your merchant processing account, if any. The Vendor, the manufacturer of the Equipment and/or credit card processor, if any, are not our agent and are not authorized to waive or alter any term or condition of this Lease and their representations shall in no way affect your or our rights and obligations set forth in this Lease, including your unconditional and irrevocable obligation to make the monthly lease payments as set forth herein. We do not provide merchant processing services and this Lease does not cover any such services. Any arrangement you have or are contemplating making for a merchant processing account is entirely independent of this Lease, or to your obligations hereunder. Please refer to your agreement with your merchant processor, if any, or contact your merchant's processor's representative to discuss the terms of your existing merchant processing arrangement. You understand that we will compensate the Vendor in connection with the execution of this Lease. This Lease contains the entire and final expression of the agreement between you and us, and may not be waived, altered, modified, revoked or rescinded except by a writing signed by one of our executive officers. All prior and/or contemporaneous oral and written representations are merged herein. No attempt at oral modification or rescission or termination of this Lease or any term thereof will be binding upon the parties.

VENDOR'S BILL OF SALE

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Vendor represents and warrants to Capital A Leasing, Inc. ("Lessor") that it is the absolute owner of the Equipment, that the Equipment is free and clear of all liens, charges and encumbrances, and that the undersigned has full right, power and authority to make this bill of sale, and hereby sells, assigns, transfers and sets over the Equipment to Lessor.

Signature 	Title <u>Manager</u>	Dated <u>6/27/16</u>
Vendor Name <u>UMS</u>		
Address <u>4012 Research Dr</u>	City <u>Irving</u>	State <u>CA</u> Zip <u>92408</u>
Vendor Phone No. _____		

Accepted by  Capital A Leasing, Inc.		
Signature/Title  V.P.	Dated _____	
Lessee's Initials <u>CR</u>		



DATE: December 7, 2017
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 2017-2018 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.

RECOMMENDATION

It is recommended that the Governing Board approve the MOU with Mario Monterrosa-Instituto Monterrosa de Electricidad for the Spanish Electrical Trainee program for the 2017-2018 school year.

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, 2017 and shall extend for through June 30, 2018.

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 RESPONSIBILITIES 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:

Stefanie Bradshaw
Assistant Director of Adult Programs
Eden Area ROP

NAME
TITLE
Mario Monterrosa