

GOVERNING BOARD MEETING AGENDA

Thursday, August 6, 2015

5:30 pm

Location:

26316 Hesperian Blvd.
Hayward, CA 94545

Website:

www.edenrop.org

Phone Numbers:

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



Governing Board Members

Gary Howard, President
Ron Carey , Vice President
Lisa Brunner, Member
Dr. Helen Foster, Member

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

Mission Statement

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



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

Date: Thursday, August 6, 2015
Time: 5:30 p.m.

AGENDA

Welcome to the Eden Area Regional Occupational Program Governing Board Meeting. The purpose of the meeting is to consider matters of policy and business necessary for the operation of the Regional Occupational Program.

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

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

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

- I. Call to Order**
- II. Roll Call**
- III. Pledge of Allegiance**
- IV. Mission Statement**
- V. Approval of Agenda**
- VI. CONSENT CALENDAR**

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

Page 2 – Agenda for the August 6, 2015 Regular Meeting of the ROP Governing Board

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of June 5, 2014 (pages 4-9)
- B. Request the Governing Board to approve the Bill Warrants (pages 10-16)
- C. Request the Governing Board to approve the Personnel Action Items (pages 17-19)
- D. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 20-21)
- E. Request the Governing Board to approve the DECA Overnight Field Trips for the 2015-2016 School Year (page 22)
- F. Request the Governing Board to approve the SkillsUSA Overnight Field Trips for the 2015-2016 School Year (page 23)
- G. Request the Governing Board to approve the Contract with Castro Valley Unified School District for Student Transportation for Fiscal Year 2015-2016 (pages 24-26)
- H. Request the Governing Board to approve the Contract with Hayward Unified School District for Student Transportation for Fiscal Year 2015-2016 (pages 27-29)
- I. Request the Governing Board to approve the Agreement with Fresno County Office of Education to Provide Direct Support Professional Training (DSPT) (pages 30-38)
- J. Request the Governing Board to approve the Contract with the DSP Training Proctor (Cindy Christovale) for the 2015-2016 School Year (pages 39-44)
- K. Request the Governing Board to approve the MOU with Hayward Unified School District for the Independent Study Teacher to Support the Hayward Promise Neighborhood Program (pages 45-47)
- L. Request the Governing Board to approve the Title Changes (pages 48-52)
- M. Request the Governing Board to approve the Revised 2015-2016 School Calendar (pages 53-54)
- N. Request the Governing Board to approve the Contract with Cal Bay Construction Inc. for C Building Modernization (pages 55-81)

VII. INFORMATION ITEMS

- A. SkillsUSA National Competition (page 82)

VIII. ACTION ITEMS

- A. Request the Governing Board to approve the Administrative Personnel as Competent to Evaluate Certificated Staff (page 83)

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- B. Request the Governing Board to approve the adoption of Resolution 1-15/16: Mid Year Revision: Signature Card-Authorized Agents/Payroll Warrants and Disbursements (pages 84-85)
- C. Request the Governing Board to approve the Administrative Support Technician Position and Job Description (pages 86-88)
- D. Request the Governing Board to approve the Organization Chart (pages 89-90)
- E. Request the Governing Board to approve the Public Disclosure of Eden Area ROP Employees for 2014-2015 Salary Increase (pages 91-101)
- F. Request the Governing Board to approve Revised Salary Schedules for all Employee Groups (pages 102-109)

IX. Superintendent's Report

X. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

XI. Recess to Closed Session

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

XII. Reconvene to Open Session

- A. Report Actions Taken by the Governing Board in Closed Session

XIII. Adjournment

Consent Calendar





**Minutes of the Regular Meeting of the ROP Governing Board
June 4, 2015**

I. Call to Order

Trustee Gary Howard, President, called the meeting to order at 5:30 p.m. on Thursday, June 4, 2015 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Roll was called by Gabriela Juarez, Administrative Assistant.

Eden Area ROP Governing Board Present:

Gary Howard, President	Castro Valley USD	
Ron Carey, Vice-President	San Leandro USD	
Lisa Brunner, Member	Hayward USD	arrived at 5:31 pm
Dr. Helen Foster	San Lorenzo USD	

Superintendent: Linda Granger- present

ROP Administrators in Attendance:

Craig Lang	Director
Marites Fermin	Business Manager

ROP Staff in Attendance:

Gabriela Juarez	Superintendent's Administrative Assistant
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III. Pledge of Allegiance

Marites Fermin led the Pledge of Allegiance.

IV. Mission Statement

Craig Lang read the Eden Area ROP Mission Statement.

V. Approval of Agenda

Trustee Ron Carey moved to approve the agenda and Trustee Helen Foster, seconded the motion. By the following vote the agenda was approved.

AYES:	3 (Carey, Foster, Howard)
NOES:	0
ABSTAIN:	0
ABSENT:	1 (Brunner)

VI. Consent Calendar

Trustee Ron Carey moved to approve the Consent Agenda items as follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of May 7, 2015
- B. Approve the Bill Warrants Items
- C. Approve the Personnel Action Items
- D. Approve the Contract with Flagship Inc. for Janitorial Services for Fiscal Year 2015-2016
- E. Approve the Contract with Pacheco Brothers Gardening Inc. for Landscaping for Fiscal Year 2015-2016
- F. Approve the MOU with Associated Builders and Contractors for the 2015-2016 School Year
- G. Approve the MOU with Chabot College to Offer Dual Enrollment Courses
- H. Approve the Disposal of Obsolete Surplus Items
- I. Approve the Revision of the Eden Area ROP Adult Class Fee Schedule
- J. Approve the Revision of the Eden Area ROP Adult Evening Class Fee Schedule

Trustee Helen Foster seconded the motion.

AYES: 4 (Brunner, Carey, Foster, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 0

VII. Action Items

Open Public Hearing for Eden Area ROP 2015-2016 Final Operating Budget

Trustee Gary Howard opened the Public Hearing at 5:32 p.m. for the Eden Area ROP 2015-2016 Final Operating Budget to recognize the ROP funds and the use of them in 2015-2016. The Board solicited comments from the public on the budget. No one in the public responded, the public hearing was closed.

Close Public Hearing

The public hearing was closed at 5:32 p.m.

A. Request the Governing Board to approve the 2015-2016 Final Operating Budget

Upon review of and a motion by Trustee Helen Foster and a second by Trustee Lisa Brunner, the Governing Board approved the 2015-2016 Final Operating Budget.

AYES: 4 (Brunner, Carey, Foster, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 0

B. Request the Governing Board to approve the adoption of Resolution 458: Retirement: Bonny Butchy

Upon review of and a motion by Trustee Ron Carey and a second by Trustee Helen Foster, the Governing Board approved the adoption of Resolution 458: Retirement: Bonny Butchy.

AYES: 4 (Brunner, Carey, Foster, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 0

C. Request the Governing Board to approve the 2015-2016 School Calendar

Upon review of and a motion by Trustee Ron Carey and a second by Trustee Helen Foster, the Governing Board approved the 2015-2016 school calendar.

AYES: 4 (Brunner, Carey, Foster, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 0

D. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2015-2016 School Year

Upon review of and a motion by Trustee Lisa Brunner and a second by Trustee Ron Carey, the Governing Board approved the calendar of Governing Board Meetings for the 2015-2016 school year.

AYES: 4 (Brunner, Carey, Foster, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 0

VIII. Superintendent's Report

Linda Granger was excited to report that the ROP was awarded the \$5.8 million through the round 2 CPT Grant. The vast majority of the money goes back to your school districts as outlined in our proposal. Funds will also go to support and build career pathways, develop a public sector pathway, career exploration for middle school students and work based learning opportunities through a partnership with the chambers.

Superintendent Granger shared the ROP is gearing up for the May revise and the matching grant for CTE. The Governor's budget for the 15-16 school year includes a matching grant for CTE. It is a grant that will award \$900 million over the next three years for the regional delivery of CTE. When we find out the specifics, the ROP will be applying.

IX. Communications

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

Linda Granger, Superintendent, presented the letter regarding the Eden Area ROP's second interim report from the Alameda County Office of Education. The second interim complies with the Criteria and Standards adopted by the State Board of Education pursuant to Education Code Section 42131. ACOE gave the Eden Area ROP a positive certification on the second interim report.

X. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Trustee Helen Foster, San Lorenzo Board member, shared that she attended Eden Area ROP's award ceremony and commented that it was a great event.

Trustee Lisa Brunner, Hayward Board member, shared two business contacts with the staff that would be interested in working with the ROP. One was a FBI employee who is willing to do presentations to the students and the other was Annie Perkins from Adobe. She also shared that the Hayward Police Department encourages students to participate in the police academy.

Trustee Ron Carey, San Leandro Board member, reported that district has tentative agreements with its union.

Trustee Gary Howard, Castro Valley Board member, shared that there will be a retirement party for Jim Negri, CVUSD Superintendent, on Monday at 4:30 pm. He also reported that they have hired a new Superintendent, Parvin Ahmadi.

IV. Recess to Closed Session

The meeting was called into closed session at 6:00 pm

- A. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)
Designated Representative: Marites Fermin
Unrepresented employees**
- B. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee
Appointment/Discipline/ Dismissal/Release**
- C. Public Employee Appointment/Employment (Pursuant Government Code section 54957)
Title: Ratification of Superintendent's Contract**

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

The meeting resumed to open session at 7:00 p.m.

- A. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)
Designated Representative: Marites Fermin
Unrepresented employees**

Upon review of and a motion by Trustee Lisa Brunner and a second by Trustee Helen Foster, the Governing Board approved the 4% increase to the employee's salary.

AYES: 4 (Brunner, Carey, Foster, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 0

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

Upon review of and a motion by Trustee Lisa Brunner and a second by Trustee Helen Foster, the Governing Board approved the Superintendent's evaluation.

AYES: 4 (Brunner, Carey, Foster, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 0

**C. Public Employee Appointment/Employment (Pursuant Government Code section 54957)
Title: Ratification of Superintendent's Employment Agreement**

The Superintendent's employment agreement was reviewed. No action was taken in closed session.

XI. Action Items

A. Request the Governing Board to approve the Ratification of the Superintendent's Employment Agreement

The Superintendent's Employment Agreement was reviewed and revised by the Governing Board. Under Section 5 titled Salary, item 5.1 also titled salary, it was revised to state commencing July 1, 2015 the Superintendent's base salary shall be \$162,000. Added to item 5.3 titled Salary Adjustments, the Superintendent will receive a 4% retroactive increase on her 2014-2015 salary in alignment with all other staff increases. Also under item 5.3 the Superintendent's salary schedule will increase by \$5,000 each year beginning the 2016-2017 fiscal year.

A motion by Trustee Ron Carey and a second by Trustee Helen Foster, the Governing Board approved the ratification of the Superintendent's Employment Agreement.

AYES: 4 (Brunner, Carey, Foster, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 0

XII. Adjournment

The meeting was adjourned at 7:05 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: August 6, 2015
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 May 20, 2015 through July 20, 2015 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Mercedes Henderson, Personnel Coordinator
SUBJECT: Request the Governing Board to approve the Personnel Action Items

CURRENT INFORMATION

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

CONSENT CALENDAR



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions

BACKGROUND

Education Code 35186 (d) requires the following:

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

CURRENT SITUATION

Attached is a report for the complaints and resolutions through July 1, 2015 as specified by Education Code 35186 (d).

CONSENT CALENDAR

Quarterly Report on Williams Act Complaints

[Education Code 35186 (d)]

Report through: July 1, 2015

District: Eden Area Regional Occupational Program
Person completing this form: Gabriela Juarez
Title: Superintendent's Administrative Assistant

Quarterly Report Submission (check one)→

Date: July 1, 2015☐ January 2015☐ April 2015☒ July 2015☐ October 2015Date for information to be reported publicly at the Governing Board meeting: August 6, 2015

Please check the box that applies:

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

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

Publicly reported at the Governing Board meeting on: August 6, 2015

Linda Granger, Superintendent



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Sheila Lawrence, Assistant Director
SUBJECT: Request the Governing Board to approve the DECA Overnight Field Trips for the 2015-2016 School Year

BACKGROUND

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

CURRENT SITUATION

Each year the Eden Area ROP Marketing students participate in DECA activities and field trips. Below for your approval is a list of overnight field trips for the 2015-2016 school year.

Date	Activity	Location
January 18-20, 2016	Nor-Cal District Career Development Conference	San Ramon, CA
March 3-6, 2016	State Career Development Conference	San Diego, CA
April 22-27, 2016	International Career Development Conference	Nashville, TN

CONSENT CALENDAR



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director
SUBJECT: Request the Governing Board to approve the SkillsUSA Overnight Field Trips for the 2015-2016 School Year

BACKGROUND INFORMATION

SkillsUSA provides leadership training to students and instructors in the career and technical education sectors.

With three levels of skill and leadership competitions, SkillsUSA encourages growth through participation in leadership and skill activities to enhance classroom learning. SkillsUSA California membership has over 9,100 members!

CURRENT SITUATION

Each year the Eden Area ROP students participate in SkillsUSA competitive events. Below for your approval is a list of 2015-2016 overnight events for those who are eligible:

Date	Activity	Location
March 31-April 3, 2016	CA State Championship	San Diego, CA
June 20-24, 2016	SkillsUSA National Championship	Elizabeth, IN

CONSENT CALENDAR



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
Prepared By: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Contract with Castro Valley Unified School District for Student Transportation for Fiscal Year 2015-2016.

CURRENT SITUATION

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

The 2015-2016 fiscal year transportation contract services between Castro Valley Unified School District and Eden Area ROP in the amount of \$55,800 is attached.

CONSENT CALENDAR

CASTRO VALLEY UNIFIED SCHOOL DISTRICT
4400 Alma Avenue
Castro Valley, CA 94546

TRANSPORTATION AGREEMENT FOR 2015-2016

This is an agreement between the Castro Valley Unified School District (CVUSD) and Eden Area Regional Occupational Program (ROP) for the provision of transportation services between Castro Valley High School, Redwood Alternative High School and the Eden Area Regional Occupational Center.

CVUSD agrees to provide bus transportation for up to 58 students from approximately August 19, 2015 through June 3, 2016. The cost will be \$7.75 per mile at approximately 40 miles per day for 180 days, bringing the total approximate cost to \$55,800.00.

Payments will be made at the end of each school quarter upon presentation of an invoice from CVUSD for actual days and mileage.

SCOPE OF AGREEMENT

CVUSD shall furnish transportation by California Highway Patrol approved buses for Eden Area ROP students to and from agreed upon routes and on agreed upon calendar days.

PERMITS AND LICENSES

CVUSD shall secure and maintain valid permits and licenses and certifications that are required by law for the execution of this agreement.

INSURANCE

CVUSD shall maintain insurance and workers compensation coverage as required by current laws and regulations. CVUSD shall maintain insurance that includes and names the Eden Area ROP and its Governing Board and employees, and indemnifies them from any claims or damage to property sustained by any person, firm or corporation caused by any neglect, default or omission of CVUSD and its employees in connection with performance under this agreement.

SAFETY PROGRAM

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

DRIVER QUALIFICATIONS

CVUSD agrees to assign for each vehicle qualified drivers who are employed, trained and licensed in accordance with the California rules and regulations governing the operation of school transportation vehicles.

ACCIDENT REPORTS

CVUSD shall be required to provide accident reports as required by law within the prescribed timeline. In the event of serious injury or death, CVUSD will notify the Eden Area ROP immediately.

EQUIPMENT REQUIREMENTS

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

PUPIL MANAGEMENT

Bus drivers have the responsibility for maintaining proper student behavior on their buses.

PAYMENT FOR SERVICES

Invoices from CVUSD shall be submitted at the end of each quarter noting the number of days driven during the previous quarter.

TERMINATION OF SERVICES

Either party may terminate this agreement by providing the other party with a 30-day written notice of intent to discontinue.

Signed: _____
Eden Area Regional Occupational Program

Date: _____

Signed: _____
Castro Valley Unified School District

Date: _____



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Contract with
Hayward Unified School District for Student Transportation for
Fiscal Year 2015-2016

CURRENT SITUATION

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

For 2015-2016 school year the contract between Hayward Unified School District and Eden Area ROP continues to provide bus transportation to and from the center for Hayward, San Leandro and San Lorenzo Unified School districts for a total amount of \$322,515.

CONSENT CALENDAR



HAYWARD UNIFIED SCHOOL DISTRICT

Building a Culture of Success



Stan "Data" Dobbs
Superintendent/CEO

Dr. Matt Wayne
Assistant Superintendent,
Educational Services

Dawn D. Riccoboni
Assistant Superintendent,
Business Services

Leticia Salinas
Assistant Superintendent,
Human Resources

Chien Wu-Fernandez
Assistant Superintendent,
Student & Family Services

MEMORANDUM OF UNDERSTANDING EDEN AREA REGIONAL OCCUPATIONAL PROGRAM AND HAYWARD UNIFIED SCHOOL DISTRICT 2015- 16 TRANSPORTATION AGREEMENT

This is an agreement between the Eden Area Regional Occupational Program (ROP) and the Hayward Unified School District (HUSD), San Leandro Unified School District (SUSD), San Lorenzo Unified School District (SLUSD), and Eden Area Regional Occupational Center., as agreed-upon and on agreed-upon calendar days.

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

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

HUSD agrees to assign for each vehicle qualified drivers who are employed, trained and licensed in accordance with the California rules and regulations governing the operation of school transportation vehicles.

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

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

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

HUSD agrees to provide bus transportation from August 2015 through June 2016. The costs will be \$322,515.00 with a maximum of 43,000 miles for 180 days.

The daily and average mileage is as follows:



HAYWARD UNIFIED SCHOOL DISTRICT

Building a Culture of Success



DISTRICT	EST. MILES/DAY	EST. MILES/YEAR
Hayward	96	17,280
San Leandro	60	10,800
San Lorenzo	76	13,680
TOTAL		41,760

Stan "Data" Dobbs
Superintendent/CEO

Dr. Matt Wayne
Assistant Superintendent,
Educational Services

Lisa Grant-Dawson
Assistant Superintendent,
Business Services

Leticia Salinas
Assistant Superintendent,
Human Resources

Chien Wu-Fernandez
Assistant Superintendent,
Student & Family Services

Mileage in excess of 43,000 miles will be charged at \$7.50 per mile.

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

Payments will be made at the end of each school quarter upon presentation of an invoice including a mileage itemization, from HUSD. The total contracted amount of this contract is \$322,515.00.

Signed _____ Date _____
Dawn D. Riccoboni; Assistant Superintendent Business Services
Hayward Unified School District

Signed _____ Date _____
Authorized Signatory
Eden Area ROP

HUSD Board of Education Approval Date:

Eden Area ROP Board Approval Date:



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Fresno County Office of Education to Provide Direct Support Professional Training

BACKGROUND

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

CURRENT SITUATION

Effective July 1, 2015; the state has decided to consolidate the administration of the DSPT program to 4 ROPs as regions throughout the state. The ROP serving our area for the purposes of this program is the Fresno County ROP. FCOE is interested in contracting with Eden Area ROP to continue to provide services within our area.

Fiscal Impact:

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

CONSENT CALENDAR



COOPERATION AND SHARED RESPONSIBILITY AGREEMENT
("Agreement")

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

58367

COVER

Program/Event: **Direct Support Professional Training (DSPT)**

AGENCY

Eden Area Regional Occupational Program (ROP) ("Agency")

Attn: Linda Granger, Superintendent

26316 Hesperian Boulevard

Hayward, CA 94545

Phone: (510) 293-2901

Email: lgranger@edenrop.org

FCSS

Fresno County Superintendent of Schools ("FCSS")

Attn: Valerie Vuicich, Administrator

Dept.: Career Technical Education / Fresno ROP

Fresno County Office of Education

1318 E. Shaw Avenue, Suite 420

Fresno, CA 93710

Phone: (559) 497-3850

Email: vvucich@fcoe.org

ADDRESS FOR INVOICE: All Invoices, if any, to FCSS shall be addressed to the attention of Internal Business Services - Accounts Payable, Fresno County Office of Education, 1111 Van Ness Ave, Fresno, CA 93721

CONTRACT TERM (see § 3.1)

"Effective Date": July 1, 2015

"Termination Date": June 30, 2016

TERMINATION DURING CONTRACT TERM (see § 3.2)

Ground for Termination (mark one): ☐ With cause

☒ With or without cause

"Notice Period": At least 30 days before the effective date of termination of this Agreement

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

WHAT SERVICES WILL AGENCY PROVIDE: Agency shall adhere to the rules and regulations stipulated in the Direct Support Professional Training (DSPT) Procedure Manual issued by the California Department of Education (CDE), Department of Developmental Services (DDS) to implement an effective DSPT program in the East Bay Regional Center Catchment area. Agency shall:

1. Provide FCSS with a 2015-16 DSPT Training and Challenge Test schedule to meet the needs of Community Care Facility DSPs within the East Bay Regional Center Catchment area at least six (6) weeks prior to the start of session. Testing and training schedules shall include the name of the trainer/proctor, date, time, location, and room capacity of each session;
2. Provide certified DSPT trainers and proctors in accordance with State DSPT certification standards and requirements;
3. Provide the necessary and appropriate facilities to conduct DSPT Trainings and Challenge Tests as indicated in the submitted 2015-16 DSPT Training and Challenge Test schedules;
4. Conduct DSPT Trainings and Challenge Tests according to the scheduled testing and training sessions, utilizing only DDS approved testing and training materials;
5. Participate in DSPT State mandated trainings;
6. Participate in regional DSPT advisory meetings;
7. Provide DSPT program training materials (bubble packs, med containers, timers, clipboards, paper towels, etc.).

WHEN WILL AGENCY PROVIDE THE SERVICES (mark one and complete as indicated):

☐ **DATE DETERMINED** – Agency will perform the Services on (state specific date(s)):

☒ **DATE TO BE DETERMINED** – The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, such date(s) to be: between July 1, 2015 and June 30, 2016.

WHERE WILL AGENCY PROVIDE THE SERVICES (state full address): 26316 Hesperian Blvd., Hayward, CA 94545

FULL NAME OF AGENCY STAFF WHO MUST PERFORM THE SERVICES (leave blank if none designated):

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

WHAT SERVICES WILL FCSS PROVIDE: FCSS shall adhere to the rules and regulations stipulated in the Direct Support Professional Training (DSPT) Procedure Manual issued by the California Department of Education (CDE), Department of Developmental Services (DDS) to administer an effective DSPT program in the East Bay Regional Center Catchment area. FCSS shall:

1. Facilitate regional DSPT advisory meetings;
2. Conduct annual evaluations of the DSPT program according to the methods developed by DDS and described in the DSPT Procedure Manual;
3. Assure that eDSPT (online registration and certification system) has current information on trainers, training and testing schedules, and training locations;
4. Participate in periodic evaluations of the DSPT program as directed by DDS.

WHEN WILL FCSS PROVIDE THE SERVICES (mark one and complete as indicated):

☐ **DATE DETERMINED** – FCSS will perform the Services on (state specific date(s)):

☒ **DATE TO BE DETERMINED** – The Parties' staff will coordinate and schedule the particular date(s) on which FCSS shall perform the Services, such date(s) to be: between July 1, 2015 and June 30, 2016.

WHERE WILL FCSS PROVIDE THE SERVICES (state full address): 1318 E. Shaw Avenue, Suite 420, Fresno, CA 93710

FULL NAME OF FCSS STAFF WHO MUST PERFORM THE SERVICES (leave blank if none designated):

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

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

CONTRACT AMOUNT AND PAYMENT SCHEDULE (mark each that applies and complete as indicated):

- ☐ **NO PAYMENT.** No monetary payment shall be made by or to either Party under this Agreement.
- ☐ **PAYMENT TO FCSS.** Agency (also refer to as "**Payor**") shall pay FCSS (also refer to as "**Payee**") pursuant to the following "**Payment Schedule**" (mark one and complete as indicated):
 - ☐ **Payment Schedule 1 – Fixed Installment Payment:** \$_____ per month/quarter/year, the sum of all payments shall equal the "**Contract Amount**" of \$_____. FCSS shall submit to Agency each invoice for payment monthly/quarterly/annually and in accordance with Section 2.2.
 - ☐ **Payment Schedule 2 – Rate/Not To Exceed Contract Amount:** Services that FCSS performs in accordance with this Agreement, to be billed at \$_____ per hour in 15 minute increment **OR** pursuant to the schedule attached as Exhibit 1 and the sum of all payments shall *not exceed* the "**Contract Amount**" of \$_____. FCSS shall submit to Agency each invoice for payment monthly/quarterly/annually and in accordance with Section 2.2.
 - ☐ **Payment Schedule 3 – Entire Contract Amount/Completion Of All Services:** Entire "**Contract Amount**" of \$_____, the invoice for payment of which FCSS shall submit to Agency within 30 days of the date on which FCSS completed all Services required of FCSS under this Agreement.
 - ☐ **Payment Schedule 4 – Other:** The "**Contract Amount**" of \$_____, each invoice for payment of which FCSS shall submit to Agency monthly/quarterly/annually and in accordance with Section 2.2, and the payment of each invoice of which Agency shall make to FCSS within 30 days after: (A) FCSS has completed, in accordance with this Agreement, the Services required of FCSS for the period for which FCSS requests payment; and (B) Agency has received and approved FCSS' invoice describing, at a minimum, the Services that FCSS completed, date(s) on which such Services were completed, and the payment requested.
- ☒ **PAYMENT TO AGENCY.** FCSS (also refer to as "**Payor**") shall pay Agency (also refer to as "**Payee**") pursuant to the following "**Payment Schedule**" (mark one and complete as indicated):
 - ☐ **Payment Schedule 1 – Fixed Installment Payment:** \$_____ per month/quarter/year, the sum of all payments shall equal the "**Contract Amount**" of \$_____. Agency shall submit to FCSS each invoice for payment monthly/quarterly/annually and in accordance with Section 2.2.
 - ☒ **Payment Schedule 2 – Rate/Not To Exceed Contract Amount:** Services that Agency performs in accordance with this Agreement, to be billed at \$50 per DSPT Challenge Test and \$200 per student completing DSPT Training and the sum of all payments shall *not exceed* the "**Contract Amount**" of \$130,000.00. Agency shall submit to FCSS each invoice for payment in a timely manner and in accordance with Section 2.2.
 - ☐ **Payment Schedule 3 – Entire Contract Amount/Completion Of All Services:** Entire "**Contract Amount**" of \$_____, the invoice for payment of which Agency shall submit to FCSS within 30 days of the date on which Agency completed all Services required of Agency under this Agreement.
 - ☐ **Payment Schedule 4 – Other:** The "**Contract Amount**" of \$_____, each invoice for payment of which Agency shall submit to FCSS monthly/quarterly/annually and in accordance with Section 2.2, and the payment of each invoice of which FCSS shall make to Agency within 30 days after: (A) Agency has completed, in accordance with this Agreement, the Services required of Agency for the period for which Agency requests payment; and (B) FCSS has received and approved Agency's invoice describing, at a minimum, the Services that Agency completed, date(s) on which such Services were completed, and the payment requested.
- ☐ **OTHER** (leave blank if none).

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

- ☒ 1. **PAYMENT DOCUMENT.** At Payor's request, Payee shall provide a Taxpayer Identification Number Request (W-9) and other documents that Payor may require to process payment to Payee. (See § 1.5.1).
- ☒ 2. **PROOF OF INSURANCE.** Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability. (See Art. 4.)
- ☒ 3. **FINGERPRINTING CERTIFICATION FROM AGENCY.** If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Fingerprinting and Criminal Background Check Certification ("**Fingerprinting Certification**") before Agency commences performance of this Agreement, which form must be obtained from FCSS.
- ☒ 4. **TB CERTIFICATION FROM AGENCY.** If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Tuberculosis Certification before Agency commences performance of this Agreement, which form must be obtained from FCSS.

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

AGENCY

By: 
Print Name: Linda Granger
Title: Superintendent
//

FCSS

By: 
Jim A. Yovino, Superintendent
or Authorized Designee

Dr. Kathryn Catania, Deputy Superintendent

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

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

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

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

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

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

SECTION 1.3 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and regulations (collectively "Law") applicable to its performance of this Agreement, and all Law that it agreed to comply under this Agreement (referred to collectively and separately as "Applicable Law" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.

SECTION 1.4 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored (collectively "Work"), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all rights and interests thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the portion of the other Party's Work necessary for the Party to perform this Agreement; and (C) upon termination of this Agreement and a Party's request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.5 RECORDS AND INFORMATION.

1.5.1 REQUIRED DOCUMENTS. A Party shall provide to the other Party the Required Documents that are required from the Party as marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Party providing the Required Document shall promptly notify in writing and/or submit to the other Party the corrected, updated, or effective Required Document.

1.5.2 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (for example and not as a limitation, employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively "Confidential Materials") are provided to or created by a Party for or pursuant to this Agreement, the Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as a Party, through its contact person listed on the Cover or other designated staff, may authorize in writing; (B) not use the Confidential Materials for any purpose not related to its performance of this Agreement; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are

safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Subsection shall survive the termination of this Agreement.

ARTICLE 2 PAYMENT.

SECTION 2.1 CONTRACT AMOUNT. Compensation, if any is required under this Agreement, shall be as stated on the Cover. Payor shall pay Payee, if any payment is due to Payee, in accordance with the Payment Schedule stated on the Cover and Section 2.2 below.

SECTION 2.2 INVOICE, DOCUMENTATION, AND PAYMENT. Payee shall submit an itemized invoice and supporting documentation to Payor, addressed as stated on the Cover, before Payee may receive any payment, if any is due to Payee under this Agreement. The Payment Schedule, as marked on the Cover and stated here, shall apply to Payor's payment of the Contract Amount to Payee: (A) **Payment Schedule 1 or 2** – Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, the Services required of Payee for the period for which Payee requests payment; and (2) Payor has received and approved Payee's invoice describing, at a minimum, the Services that Payee completed, date(s) on which such Services were completed, and the payment requested; (B) **Payment Schedule 3** – Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, all Services required of Payee; and (2) Payor has received and approved Payee's invoice stating that Payee has completed all Services, the date on which all Services were completed, and the payment requested; and (C) **Payment Schedule 4** – Payor shall pay Payee in accordance with the provisions stated on the Cover relating to Payment Schedule 4.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

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

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover.

3.2.2 TERMINATION ON OTHER GROUNDS. Despite any contrary provisions in this Agreement, FCSS may terminate this Agreement effective on the date stated in FCSS' written notice of termination to Agency pursuant to any of the following: (A) Agency is required as stated on the Cover to but fails to provide to FCSS or comply with the Fingerprinting Certification; (B) Agency is required as stated on the Cover to but fails to provide to FCSS or comply with the Tuberculosis Certification; or (C) FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement and/or FCSS' performance of this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement and/or to fund FCSS' performance of the Services required of FCSS under this Agreement.

3.2.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. After termination of this Agreement and, if as stated on the Cover, compensation is due to Payee under this Agreement, Payor shall pay Payee for all Services that Payee is required to perform and has performed in accordance with this Agreement before the effective date of termination. Before Payee receives any such payment, Payee shall submit to Payor an itemized invoice and supporting documentation for such Services. Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, the Services for which Payee requests payment; and (2) Payor has received and approved Payee's invoice describing, at a minimum, the Services that Payee completed, date(s) on which such Services were completed, and the payment requested. Upon making such payment to Payee, Payor is not obligated to pay and shall have no obligation to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

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

Services for which payment is requested and submitted an invoice and supporting information in accordance with Section 2.2. Payee shall not be entitled to any payment for Services that Payee did not perform during the period in which the Force Majeure occurred.

ARTICLE 4 INSURANCE.

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

ARTICLE 5 INDEMNITY.

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

ARTICLE 6 DISPUTE RESOLUTION.

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

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

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

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

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

//



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Contract with the DSP Training Proctor (Cindy Christovale) for the 2015-2016 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the Agreement between the DSP Proctor (Cindy Christovale) and the Eden Area ROP to provide training for the 2015-2016 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") dated this 9th day of June, 2015

BETWEEN

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

OF THE FIRST PART

- AND -

Dr. Cindy Christovale of P.O. Box 3475, Hayward, California, 94540
(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 1. Coordinate and Teach two-year, 70-hour standardized statewide competency-based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. **A minimum of 9 students per class using approved standard curriculum.** The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test. 2. Proctor challenge and skill test for Year 1 and/or Year 2 in lieu of training for direct support professionals and administrators. If a passing score on the challenge test is not achieved, the student must enroll in the 35-hour training class. 3. Complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed. 4. Attend training and conferences. The Services will also include any other tasks which the

parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until **June 30, 2016**, 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. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation amounting to **\$45.00** per hour.
5. This compensation will be payable upon completion of the agreed to services.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. Customer (Eden Area ROP) will pay in advance for required training, conference, etc. 2. Customer (Eden Area ROP) will reimburse for prep time prior to and after training at \$195.00 per class. 3. Customer (Eden Area ROP) will reimburse for administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

8. The Service Provider will be reimbursed for out-of-pocket business-related expenses for attending mandated training and conference. Mileage will be reimbursed at \$0.575 per mile/kilometer for driving between training conference sites, incurred by the Service Provider in connection with providing the Services hereunder. If expense exceeds more than \$500.00, i.e. lodging, transportation, meals and other out-pocket-pocket expenses, **an expense advance can be made within 30 days of attending training and conference.** The Service Provider will furnish invoice and receipts to the Customer for all such expenses. Reimbursement for all such expenses will be made within 10 business days. The Service Provider will repay any reimbursements which exceed substantiated expenses within a reasonable period of time (within 30 days after expense is incurred).

Confidentiality

9. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to

further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Non-Competition

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

Ownership of Materials

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

Return of Property

1. Upon the expiry 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

2. 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

3. 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

4. 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

5. 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: 510293-8325
- b. Dr. Cindy Christovale
P.O. Box 3475, Hayward, California, 94540
Fax Number: 510-690-9384 Email: rolcf@pacbell.net

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

Costs and Legal Expenses

6. 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

7. 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

8. 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

9. 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

10. 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

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

Currency

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

Titles/Headings

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

Gender

14. 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

15. 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

16. 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

17. 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.

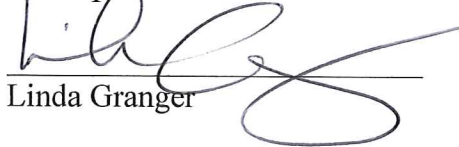
Additional Provisions


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

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 9th day of June, 2015.

SIGNED, SEALED AND DELIVERED

in the presence of


Linda Granger


Dr. Cindy Christovale
Eden Area ROP

Witness

Per: _____ (Corp seal)

DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board approve the MOU with Hayward Unified School District for the Independent Study Teacher to Support the Hayward Promise Neighborhood Program

BACKGROUND

The Hayward Promise Neighborhood program (HPN) vision, mission, and goals:

- Vision: All children growing up in Jackson Triangle will have access to effective schools and strong systems of family and community support that will prepare them to attain an excellent education and successfully transition to college or post-secondary training and career.
- Mission: Create a world class system cradle-to-career education and support system to ensure every Jackson Triangle student will succeed in 21st century careers.
- Goals: Every Jackson Triangle child will 1) Be prepared for school, 2) Be supported in and out of school, 3) Succeed academically, 4) Be enrolled in post-secondary education, including workforce training, and 5) Graduate from post-secondary education/training and enter a productive career.

CURRENT SITUATION

Eden Area ROP as a partner in this project will provide career technical programs and assist in dropout prevention for identified students. To this end, HUSD assigns a teacher to EAROP provide credit recovery to students attending ROP who live in the Jackson Triangle or attend the target high schools.

Fiscal Impact:

None, position is grant funded.

CONSENT CALENDAR

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HAYWARD UNIFIED SCHOOL DISTRICT AND EDEN AREA REGIONAL
OCCUPATIONAL PROGRAM THROUGH
THE HAYWARD PROMISE NEIGHBORHOOD PARTNERSHIP**

I. TERMS OF MOU:

This agreement shall commence on July 1, 2015 and shall extend through June 30, 2016.

II. CONTRACT AMOUNT

The teacher contract amount for \$98,098 and benefits.

III. PURPOSE:

Through the Hayward Promise Neighborhood Grant, Hayward Unified School District and Eden Area Regional Occupational Program will collaborate to implement an independent study program to cover academic support for Career/Occupational training programs prepared and offered by the ROP.

IV. ROLE AND RESPONSIBILITIES OF Eden Area ROP

- The ROP shall provide leadership and coordination services to ensure quality academic and career technical standards are met.
- The ROP will provide data control services for registration, attendance, grades, transcripts, and other student records.
- Attendance reporting will be reflected by both the ROP and HUSD
- Reimbursement back to district for the independent study teacher at \$98,098 along with benefits (13%).

V. ROLES AND RESPONSIBILITIES OF HUSD

- HUSD shall designate instructor from its staffing assignment prior to the beginning of the school year.
- HUSD will be responsible for instructor compensation.
- HUSD will insure that instructor possesses an approved Credential.
- HUSD will insure that instructor assists HUSD students (especially those in the Promise Neighborhood grant) with intense intervention and credit recovery as needed. Assistance can include:
 - o Pre test function
 - o Worksheets
 - o Teacher assigned prescriptive lessons
 - o Push in or pull out
 - o Intensive intervention
 - o Differentiated content

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 HUSD and its 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 HUSD and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

HUSD shall indemnify, defend and hold harmless Eden Area ROP and its 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:



NAME

TITLE:

Eden Area Regional Occupational Program



Stan "Data" Dobbs

Superintendent/CEO

Hayward Unified School District



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Title Changes

BACKGROUND

The Eden Area Regional Occupational Program is seeking approval for a job title changes of a previously approved job titles. They seek a change from the job title of "High School Liaison" to a title of "Office Support Specialist." They also seek a change from the job title of "Assistant Director" to a title of "Assistant Director of Off-site Programs." The job description contents are the same, however, the update to the titles makes the positions more relevant to the work required of the position.

CURRENT SITUATION

Currently, Eden Area ROP has two High School Liaison positions, one for offsite and one for onsite. In comparing the job descriptions, the duties performed by each of the positions is very different. In order to have a job title more accurately reflect the duties of the position, we propose changing the title for the onsite position to Office Support Specialist.

Last April, the Board approved the Assistant Director of Adult Programs. We currently have two Assistant Directors at the center. In order to reflect the different programs each is responsible for, we propose changing the title for the Assistant Director to Assistant Director of Off-site Programs.

Attached are the job descriptions with the title change.

Fiscal impact

none

CONSENT CALENDAR

JOB DESCRIPTION

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.

Job Title:	Office Support Specialist	Reports to:	Assistant Director of Off-Site Programs
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Job Purpose:

Provide administrative support to Assistant Director of Offsite Programs and certificated staff.

Duties and Responsibilities:

- Act as primary administrative support to Assistant Director of Off-Site Programs
- Assist with preparation of C101 reports
- Act as articulation contact for off-site and district contracted teachers
- Act as articulation contact for on-site teachers
- Assist with compiling off-site compliance data and developing reports and compiling statistics
- Plan and coordinate various educational services activities such as CTE month, principals' breakfast, counselors' luncheon, student awards ceremonies
- Organize students of the month to the Board
- Organize monthly students of the month for each class
- Assist with adult enrollment, registration and drops
- Answer phones inquiries and disseminate information regarding Adult ROP programs
- Give presentations about the Program to schools, public agencies and other organizations with interest in services and classes provided by the ROP
- Update social media sites
- Prepare quarterly newsletters
- Answer phones inquiries and disseminate information regarding ROP programs
- Assist with sophomore tours
- Maintain under-16-year-old waivers and assists with creating reports
- Prepare and maintain list of students with medical conditions
- Assist with WASC preparation
- Act as back up for Director's Secretary
- Assist in verifying attendance data
- Cross train with attendance department
- Assist with attendance/enrollment reports
- Provide support and back up Attendance Specialist
- Prepare attendance verification letters
- Perform other duties as assigned

Job Location:	Eden Area ROP	Department:	Educational Services
Employment Type:	Full-time	Employment Category:	Classified
Work Year:	11 months/ 223 days	Days/Hours:	Monday-Friday 8:00 am-4:30 pm
Salary Schedule Placement:	B2	Annual Salary:	\$35,624-\$43,301
Annual Benefits:	\$11,621.16 (\$968.43/month)	Governing Board Approved	

Skills:

Abilities:

Communicate effectively verbally and in writing; interact positively and effectively with high school students and staff; organize promotional events and activities; perform in an independent, self-directed manner and present a professional, positive representation of the ROP.

JOB DESCRIPTION

Training and Experience:

Possess effective advanced computer skills.

Education:

- Bachelor's Degree preferred

Additional Requirements:

- Basic Driver License
- Private Transportation
- Basic Skills Test

Terms of Employment :

Year to year based on successful annual evaluation.

JOB DESCRIPTION

EAROP 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.

Job Title:	Assistant Director of Off-Site Programs	Reports to:	Superintendent
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Job Purpose:

Monitor and supervise off-site programs to ensure compliance with California Education Code, Title 5 and all EAROP policies and guidelines. Work under the direction of the Director to facilitate Educational Services activities.

Duties and Responsibilities:

- Monitor compliance of district contracted programs.
- Coordinate and monitor compliance of apprenticeship program.
- Develop effective relationships with offsite administrators to ensure success of programs.
- Meet and monitor the activities of offsite College and Career Center Techs.
- Develops strategies to sustain courses and problem resolution.
- Develops, plans and implements new classes.
- Lead and engage staff in addressing student needs and providing high quality teaching and learning throughout the EAROP.
- Supervise and evaluate offsite ROP operated/owned instructional staff.
- Work with various departments on facilities planning, equipment acquisition, and materials/supplies procurement for offsite classes.
- Represent administration and offsite instructors in all classroom-related matters.
- Monitor and meet all compliance of off-site class-related activities such as DECA and NFTE.
- Direct the evaluation of the student activities; make necessary adjustments and recommendations as required.
- Oversee and participate in the promotion of the EAROP with public entities and agencies.
- Assume responsibility for services and activities including ensuring program growth, advisory committees and curriculum development; recommend and administer policies and procedures.
- Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of regional occupational programs.
- Monitor and review legal requirements and compliance related to programs and districts.
- Coordinate grants as appropriate.
- Prepare annual projections that forecast current and future offsite program needs.
- Establish and maintain clear communication and cooperative working relationships with staff, local school districts, regional and state administrators and other agencies through workshops, conferences, presentations and site visitations.
- Assist with the planning and directing of communication of program information to students.
- Assist with the development, implementation and evaluation of a variety of occupational education curriculum.
- Advocate for career pathways and academies and pursue A-G, articulations and workplace requirements to support pathways for students.
- Direct the preparation of various statistical reports including attendance, enrollment, and related data.
- Oversee and manage attendance staff.
- Evening supervisor.
- Other duties as assigned.

Job Location:	Hayward Center	Department:	Educational Services
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Employment Type:	Full-time	Employment Category:	Certificated Management
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Work Year:	217 work days	Days/Hours:	Monday-Friday
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JOB DESCRIPTION

			7:45 am-4:00 pm
Salary Schedule Placement:	C	Annual Salary:	Based on experience and education
Annual Benefits:	<ul style="list-style-type: none"> • Benefit allowance Included in salary • TSA • Educational Stipend 	Governing Board Approved:	March 6, 2014
Skills:			
Knowledge of: Operational and instructional principles of ROC/Ps including work-based learning.			
Abilities: <ul style="list-style-type: none"> • Effective communication with students, staff and community. • Collaborate and maintain effective working relationships with self-directed decision-making ability. • Provide strong leadership with high personal/professional integrity. • Network, build strong partnerships and coordinate with 4 different school districts, district administrators, high school principals, state level EAROP organizations, local legislators, City Councils, service clubs and Chambers of Commerce. 			
Training and Experience: <ul style="list-style-type: none"> • Master's Degree in educational administration from an accredited institution and has evidence of continuous professional growth preferred • Three years administrative experience in a school setting. • Successful teaching and leadership experience, preferably in a ROP with similar structure and demographics. • Possession of a California State Education Administrative Credential. 			
Credential Required:	Possess a California State Education Administrative Credential		
Education:	Master's degree strongly preferred.	Additional Requirements:	<ul style="list-style-type: none"> • Basic Driver's License
Terms of Employment :			
Year to year based on successful annual evaluation.			



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Revised 2015-2016 School Calendar

BACKGROUND

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

CURRENT SITUATION

The Eden Area ROP 2015-2016 School Calendar was approved on June 4, 2015 at the Governing Board Meeting. The changes are the following:

Added:

January 22, 2016	Holiday for students and 10 month staff only
June 6, 2016	Teacher Work Day; no 10 month classified staff

Removed:

March 25, 2016	Teacher Work Day
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Changed:

March 25, 2016	Holiday includes 10 month and 11 staff now
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RECOMMENDATION

It is recommended that the Governing Board approve the Eden Area ROP revised 2015-2016 school calendar.

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

0

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

9

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

21

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

22

NOVEMBER				
M	T	W	TH	F
2	3	4	5	6
9	10	●11	12	13
16	17	18	19	20
23	24	25	●26	●27
30				

15

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

14

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

18

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

19

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

18

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

20

MAY				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
●30	31			

21

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

3

FIRST AND LAST DAYS OF CLASS

August 19, 2015 First day of school
January 15, 2016 End of 1st Semester
June 3, 2016 Last Day of School

HOLIDAYS

July 3, 2015 4th of July
September 7, 2015 Labor Day
November 11, 2015 Veterans Day
November 26-27, 2015 Thanksgiving & Day After
December 24-25, 2015 Christmas Eve & Day
January 1, 2016 New Years Day
January 18, 2016 Martin Luther King Jr.

January 22, 2016

Students & 10 month staff only

February 12, 2016 Lincoln's Birthday

February 15, 2016 President's Day

March 25, 2016 Cesar Chavez

Students 10 month & 11 month staff only

May 30, 2016 Memorial Day

STAFF DEVELOPMENT DAY

August 17, 2015

TEACHER WORK DAYS

August 18, 2015

June 6, 2016 Teachers only; no 10 classified month staff

BREAKS**

November 23, 24, 25, 26, 27, 2015 Thanksgiving

Students, 10 month & 11 month staff only

December 21, 2015-January 1, 2016 Winter

March 28-April 1, 2016 Spring

** Breaks are in Bold

NUMBER OF INSTRUCTIONAL DAYS***

180 Days of instruction

** Number of Instructional days in a month are in the shaded gray boxes.

DISTRICT START DATES

August 26, 2015 Castro Valley USD

August 26, 2015 Hayward USD

August 19, 2015 San Leandro USD

August 25, 2015 San Lorenzo USD

DISTRICT LAST DAY OF CLASS

June 15, 2016 Castro Valley USD

June 14, 2016 Hayward USD

June 9, 2016 San Leandro USD

June 9, 2016 San Lorenzo USD

Governing Board Approval

June 4, 2016

Revised: Pending



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Contract with Cal Bay Construction Inc. for C Building Modernization

BACKGROUND

Last year, the staff presented to the board a plan to start expanding adult evening programs. In the need for more office space, the Building C storage and office rooms has to be renovated and ADA compliant to become usable office space.

CURRENT SITUATION

Per Board Policy and Administrative Regulation 3311, and as required by Public Contract Code (PCC) Section 20111 (a), 20115 and 22002(c), Eden Area Regional Occupational Program together with Hayward Unified School District's representatives collected and requested quotations and bids from various construction companies. Since Eden ROP is leasing the facilities, HUSD's competitive bids for contracts involving an expenditure of \$45,000 or less was followed. The project went out to bid and Cal-Bay Construction, Inc. has been selected to complete the work.

CONSENT CALENDAR



AIA[®] Document A107[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the Twenty-ninth day of July in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545
Telephone Number: 510-293-2912
Fax Number: 510-293-8224

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:

(Name, legal status, address and other information)

Cal-Bay Construction Inc.
22025 Center Street
Castro Valley, CA 94546
Telephone Number: 510.581.0719
Fax Number: 510.581.0709

for the following Project:

(Name, location and detailed description)

Eden Area ROP Office Alterations
26316 Hesperian Blvd.
Hayward, CA 94545
Interior and exterior alterations of existing office.

The Architect:

(Name, legal status, address and other information)

N/A

The Owner and Contractor agree as follows.

Init.

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User Notes:

(795825976)

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TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
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16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE & BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed in a notice to proceed.

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User Notes:

(795825976)

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than To Be Determined (To Be Determined) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ [X] Stipulated Sum, in accordance with Section 3.2 below

☐ [] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

☐ [] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Thirty-eight Thousand Nine Hundred Forty-nine Dollars and Zero Cents (\$38,949.00), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances included in the stipulated sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
------	-----------

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User Notes:

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§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 GUARANTEED MAXIMUM PRICE

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.4.3.3 Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
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§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Twenty-one (21) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Prime + 2.00% % per annum

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 21.4 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

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§ 6.1.1 The Agreement is this executed AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 6.1.3 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

N/A

Section	Title	Date	Pages
---------	-------	------	-------

§ 6.1.4 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

The attached "Exhibit A" – drawing dated 7/7/15

Number	Title	Date
--------	-------	------

§ 6.1.5 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

- .1 Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

The attached "Exhibit B" - Cal-Bay Construction Inc. Proposal dated 7/13/15.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written

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or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such

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default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

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remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 SUBMITTALS

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.10 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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§ 9.12 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 9.13 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 9.14 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 9.15 INDEMNIFICATION

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or

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charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

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§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such

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data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;

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- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could

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be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds

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received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public

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authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections

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15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



CONTRACTOR *(Signature)*

Robert Vitton, President
(Printed name and title)

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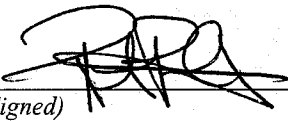
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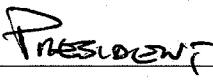
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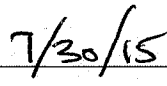
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Robert Vitton, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 18:22:02 on 07/29/2015 under Order No. 3109072225_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A107™ – 2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed)


(Title)

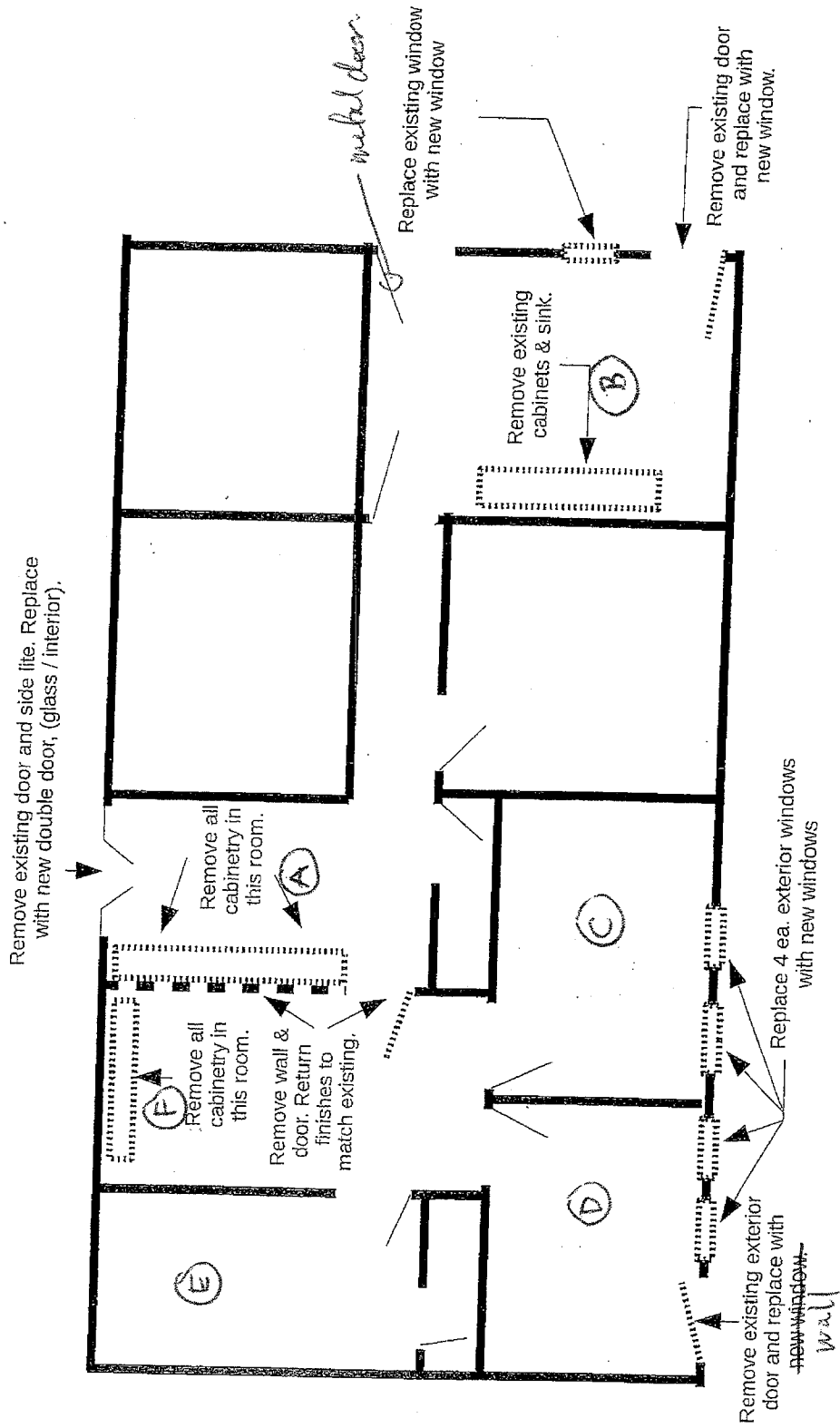

(Dated)

EAROP Office Alterations

7/7/15

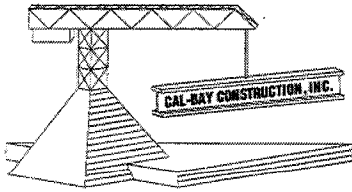
Notes:

- Repair / replace ceiling tiles as needed.
- Prep and paint all existing painted surfaces.
- Clean and treat all existing wood surfaces. (polish).



Init.

77 / *[Signature]*



CAL-BAY CONSTRUCTION, INC.

22025 Center Street • Castro Valley, CA 94546
(510) 581-0719 • Fax (510) 581-0709 • Lic. #505804
www.cal-bayconstruction.com

July 13, 2015

Marites Fermin
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

RE: Eden Area ROP Office Alterations
26316 Hesperian Blvd. – Hayward, CA 94545

Dear Marites,

We are pleased to submit for your review our proposal for the above referenced project. Our proposal is based on the attached revised plan dated 7/7/15, and the following Inclusions, Exclusions and Bid Alternates.

• **Inclusions:**

1. Prevailing Wage rates
2. Remove and offhaul existing cabinetry per plan
3. Remove and offhaul 2 ea. existing sinks and faucets
4. Remove and offhaul existing wall per plan
5. Remove and offhaul existing wall base
6. Remove and offhaul 2 ea. existing interior doors/frames/hdw.
7. Remove and offhaul 3 ea. existing exterior doors/frames/hdw.
8. Remove and offhaul 2 ea. existing exterior transom windows
9. Remove and offhaul 5 ea. existing exterior 3-segment windows
10. Furnish and install new 6" concrete curbs at 2 ea. locations where exterior doors were removed
11. Infill 1 ea. exterior door opening with framing, drywall and siding to match existing exterior wall
12. Furnish and install 1 ea. new hollow metal exterior door and frame with lever hardware
13. Furnish and install 6 ea. new 3-segment windows (fixed upper windows, operable hopper middle windows, fixed lower windows) with new clear anodized aluminum frames and dual-pane glass
14. Furnish and install new wood trim at interior side of new windows
15. Furnish and install 1 ea. new pair of interior glass/aluminum doors with frame and hardware

Init.

A handwritten signature or set of initials, possibly "LFB", in dark ink.

"EXHIBIT B" - page 2 of 4

7/13/15
Eden Area ROP Office Alterations Proposal
Page 2 of 3

(Inclusions, continued)

16. Furnish and install new 8' countertop with lower cabinet and 4' upper cabinet with plastic laminate finish at existing southwest sink location
17. Furnish and install 1 ea. new stainless steel sink with single lever faucet at existing southwest sink location
18. Furnish and install approximately 20 ea. new 12" x 12" glue-up ceiling tiles
19. Prep and paint all existing painted surfaces to remain
20. Paint all glue-up ceiling tiles
21. Clean and polish all existing wood surfaces to remain
22. Relocate existing fire alarm panel from demolished wall to existing wall adjacent to existing 2nd fire alarm panel
23. Repair damaged drywall as needed; restore wall surfaces exposed by cabinet removal to match existing surfaces
24. Replace all rotted redwood around window glass
25. Cleanup of our work

• **Exclusions:**

1. Removal or replacement of existing flooring
2. Replacement of 3 ea. additional existing interior doors (see Bid Alternates below)
3. Fire alarm certification by fire alarm monitoring company, if required (see Bid Alternates below)
4. Any work in rooms denoted "No Work" on plan
5. Plans
6. Permit fees
7. Off-hours work
8. Bonds
9. Correction of any existing code deficiencies not specifically denoted to be corrected on bid documents
10. Engineering
11. Hazardous material testing or abatement
12. Special testing, special inspections or Title 24 inspections
13. Structural upgrades
14. Door keying
15. Removal of exceptionally strong flooring adhesive which requires machinery for removal, if encountered
16. Floor sealing, stripping or waxing
17. Furniture or appliances
18. Fire sprinklers
19. HVAC
20. Utility service upgrades
21. Relocation, removal or repair of existing utilities or light fixtures to remain
22. Emergency or exterior exit lighting

Init.



"EXHIBIT B" - page 3 of 4

7/13/15
Eden Area ROP Office Alterations Proposal
Page 3 of 4

(Exclusions, continued)

- 23. Telephone, data, security, CATV, CCTV, public address, assistive listening, low voltage, etc. systems or wiring
- 24. Painting of existing wood existing wood surfaces to remain

The cost to perform this work including all applicable sales taxes and insurances is: \$38,949.00 (Thirty-Eight Thousand Nine Hundred Forty-Nine Dollars).

This proposal is valid for 30 days. If you are in acceptance of this proposal and would like us to proceed, please sign this proposal acceptance and authorization and return to this office.

Proposal acceptance and authorization:

Signed: _____

Company: _____

Title: _____

Date: _____

CAL-BAY CONSTRUCTION, INC. 22025 Center Street • Castro Valley, CA 94546 • (510) 581-0719 • Fax (510) 581-0709 • Lic. #505804

Init.



"EXHIBIT B" - page 4 of 4

7/13/15
Eden Area ROP Office Alterations Proposal
Page 4 of 4

• **Bid Alternates:**

1. If existing phone booth is to remain and fire alarm panel does not need to be relocated, **Deduct \$5,474.00 from Base Bid above.**
2. To paint existing wood surfaces to remain in lieu of polishing, **Add \$660.00 to Base Bid above.**
3. To replace 3 ea. existing interior doors with new wood doors with 24" x 36" vision panels, **Add \$3,069.00 to Base Bid above.**
4. Assuming fire alarm panel is to be relocated: if certification by fire alarm monitoring company is required, **Add \$4,378.00 to Base Bid above.**

Authorization is required for alternate work. Please sign after all accepted alternate options.

Thank you for this opportunity to provide you with this proposal. If you have any questions or comments, please don't hesitate to call. You may fax this proposal acceptance to 510.581.0709.

The prevailing party in any dispute arising from this Contract shall be entitled to recover its attorney's fees and costs. The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.

Sincerely,



John Snyder
Cal-Bay Construction Inc.

CAL-BAY CONSTRUCTION, INC. 22025 Center Street • Castro Valley, CA 94546 • (510) 581-0719 • Fax (510) 581-0709 • Lic. #505804

Init.



Information Items





DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director
SUBJECT: SkillsUSA National Competition

BACKGROUND

SkillsUSA was created to raise the quality of education for students in trade, industrial, and technical programs. As one of more than 245,000 members, students become part of a national organization that serves trade, industrial, and technical students in public schools, occupational centers and community colleges.

In 52 states and territorial associations students are part of successful partnerships that link students, educators, businesses, labor, and government. As a member of one of nearly 14,000 local chapters nationwide, students learn to work as part of a team and develop management skills.

CURRENT SITUATION

Seven Eden Area ROP students competed in the National SkillsUSA competition, held in Louisville, KY on June 22-26, 2015.

Name	Program	High School
Kelly Anderson	Criminal Justice	Castro Valley High
Jhoselin Alfaro	Criminal Justice	Hayward High
Manuel Moreno	Criminal Justice	San Lorenzo High
Daisy Regaldo	Criminal Justice	Mt. Eden High
Iman Sidiqi	Criminal Justice	Castro Valley High
Erik Pena	Auto Painting & Refinishing	San Lorenzo High
Heidi Macias	First Responder	San Leandro High

RECOMMENDATION

Information only

Action Items





DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Mercedes Henderson, Personnel Coordinator
SUBJECT: Request the Governing Board to Approve the
Administrative Personnel as Competent to Evaluate
Certificated Staff

BACKGROUND

Policy 4315.1 was approved by the Governing Board on June 7, 2012 and shall be reviewed by the Eden Area ROP Governing Board biennially.

In accordance with Policy 4315.1 it is necessary that the Eden Area ROP meet the obligation to conduct timely evaluation of work performance of certificated personnel.

CURRENT SITUATION

It is recommended that the following administrative personnel be approved as competent to evaluate certificated personnel:

Linda Granger	Superintendent
Craig Lang	Director of Educational Services
Sheila Lawrence	Assistant Director of Off-site Programs
Stefanie Bradshaw	Assistant Director of Adult Programs

RECOMMENDATION

It is recommended that the Governing Board approve the administrative personnel as competent to evaluate certificated staff.



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the adoption of Resolution 1-15/16: Mid Year Revision: Signature Card-Authorized Agents/Payroll Warrants and Disbursements

CURRENT SITUATION

Pursuant to Education Code Section 42632 for K-12 and Section 85232 for community colleges, require that signatures of all Governing Board members and signatures of persons authorized by the Governing Board to sign orders must be filed with the County Superintendent of Schools. Due to change in staff the ROP is bringing for a Mid Year revision to the Signature Card-Authorized Agents/Payroll Warrants and Disbursements.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 1-15/16: Mid Year Revision: Signature Card-Authorized Agents/Payroll Warrants and Disbursements.



Resolution No. 1-15/16

Signature Card - Authorized Agents, Payroll Warrants & Disbursements

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

WHEREAS, pursuant to Education Code Section 42632 for K-12 Education and Section 85232 for Community Colleges, each order drawn on the funds of our school district shall be signed by at least a majority of the members of the governing board of the district or by a person(s) authorized by the governing board to sign orders in its name.

NOW, THEREFORE BE IT RESOLVED, the following signature(s) is/are the person(s) in addition to signatures authorized by the governing board to sign orders in its name:

1.	<hr/>	Stefanie Bradshaw
	Signature	Type Name
		Assistant Director of Adult Programs
		Title
<input checked="" type="checkbox"/> Additional <input type="checkbox"/> Replacement		
	Replaces:	<hr/>
		Type Name

2.	<hr/>	Evan Goldberg
	Signature	Type Name
		Grant Coordinator
		Title
<input checked="" type="checkbox"/> Additional <input type="checkbox"/> Replacement		
	Replaces:	<hr/>
		Type Name

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 6th day of August 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

Date

Signature, President of the Governing Board



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Administrative Support Technician Position and Job Description

BACKGROUND

Last May, Eden Area ROP was awarded \$5.88 million from the state in terms of a Career Pathway Trust Grant. Eden Area ROP is the fiscal lead for this joint effort among our four partner districts and Chabot College.

CURRENT SITUATION

As part of the grant application process, we allocated funds to support the reporting and fiscal requirements of the grant. Under the direction of the Grant Coordinator, this position will be responsible for completing the data collection and compiling all reporting requirements for the state.

Fiscal Impact

There is no impact to the general fund, as this position is grant funded.

RECOMMENDATION

It is recommended that the Governing Board approve the Administrative Support Technician position and job description.

JOB DESCRIPTION

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.

Job Title:	Administrative Support Technician	Reports to:	Grant Coordinator
-------------------	-----------------------------------	--------------------	-------------------

Job Purpose:

Under the direction of the Grant Coordinator, performs a variety of advanced clerical and support duties involving both specific routines and broadly defined policies and procedures; greets and interacts with the public, works cooperatively with staff, students, and parents, and performs other related duties as assigned.

Duties and Responsibilities:

- Answer phones inquiries and disseminate information regarding ROP programs
- Assist Grant Coordinator with compiling data and statistics for various reports and projects
- Interpret data, analyze results using statistical techniques and provide ongoing reports
- Acquire data from primary or secondary data sources and maintain databases/data systems
- Establish, maintain and monitor accurate, neat and efficient electronic and manual filing systems
- Check source documents for accuracy
- Prepare, compile and sort documents for data entry
- Enter data by inputting alphabetic and numeric information using an established procedure and through a detailed web based interface
- Verify entered data by reviewing, correcting, deleting, or reentering data; combining data from multiple systems when information is incomplete; purging files to eliminate duplication of data
- Communicate effectively and professionally with business partners, educational institutions and community stakeholders
- Maintain records of activities and tasks
- Respond to requests for information and access relevant files
- Coordinate delivery of received items for the purpose of ensuring items ordered are delivered in a timely and accurate manner.
- Prepare shipments for postal or commercial conveyance
- Receive incoming materials and compare information on packing slip with purchase order to verify accuracy of shipment; may process return shipments from customer
- Inspect shipments for damages or defects; record discrepancies or damages and notifies supervisor and/or purchasing personnel
- Deliver items to requisitioning departments and obtain authorized signatures for accepted items.
- Sort and classify incoming mail and other information for efficient disbursement to appropriate recipients
- Process Adult Registration and payments
- Order, distribute and maintain inventory of keys
- Maintain fixed assets accounts
- Assist with sophomore tours
- Act as back up for Director's Secretary to arrange for substitute instructors as required
- Support other departments with clerical support when needed
- Perform other duties as assigned

Job Location:	Eden Area ROP	Department:	Administration
Employment Type:	Full-time	Employment Category:	Classified
Work Year:	12 months/ 260 days	Days/Hours:	Monday-Friday 7:30 am-4:00 pm
Salary Schedule Placement:	D	Annual Salary:	\$37,600-\$45,711

JOB DESCRIPTION

Annual Benefits:	\$11,621.16 (\$968.43/month)	Governing Board Approved	
Skills:			
Abilities: <ul style="list-style-type: none"> • Strong analytical skills with the ability to collect, organize, analyze, and disseminate significant amounts of information with attention to detail and accuracy • Strong critical thinking skills • Ability to have strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community • Communicate effectively verbally and in writing; perform in an independent, self-directed manner and present a professional, positive representation of the ROP • Knowledge and proficiency in the use of database and spreadsheet programs • Advanced computer skills, specifically Microsoft Word, Excel, Powerpoint and online navigation 			
Training and Experience: <ul style="list-style-type: none"> • Previous administrative support experience • Possess effective advanced computer skills 			
Education:	<ul style="list-style-type: none"> • High School Diploma or Equivalent 	Additional Requirements:	<ul style="list-style-type: none"> • Basic Driver License • Private Transportation • Basic Skills Test
Terms of Employment :			
Year to year based on successful annual evaluation.			



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Eden Area ROP Organizational Chart for the 2015-2016 School Year

BACKGROUND

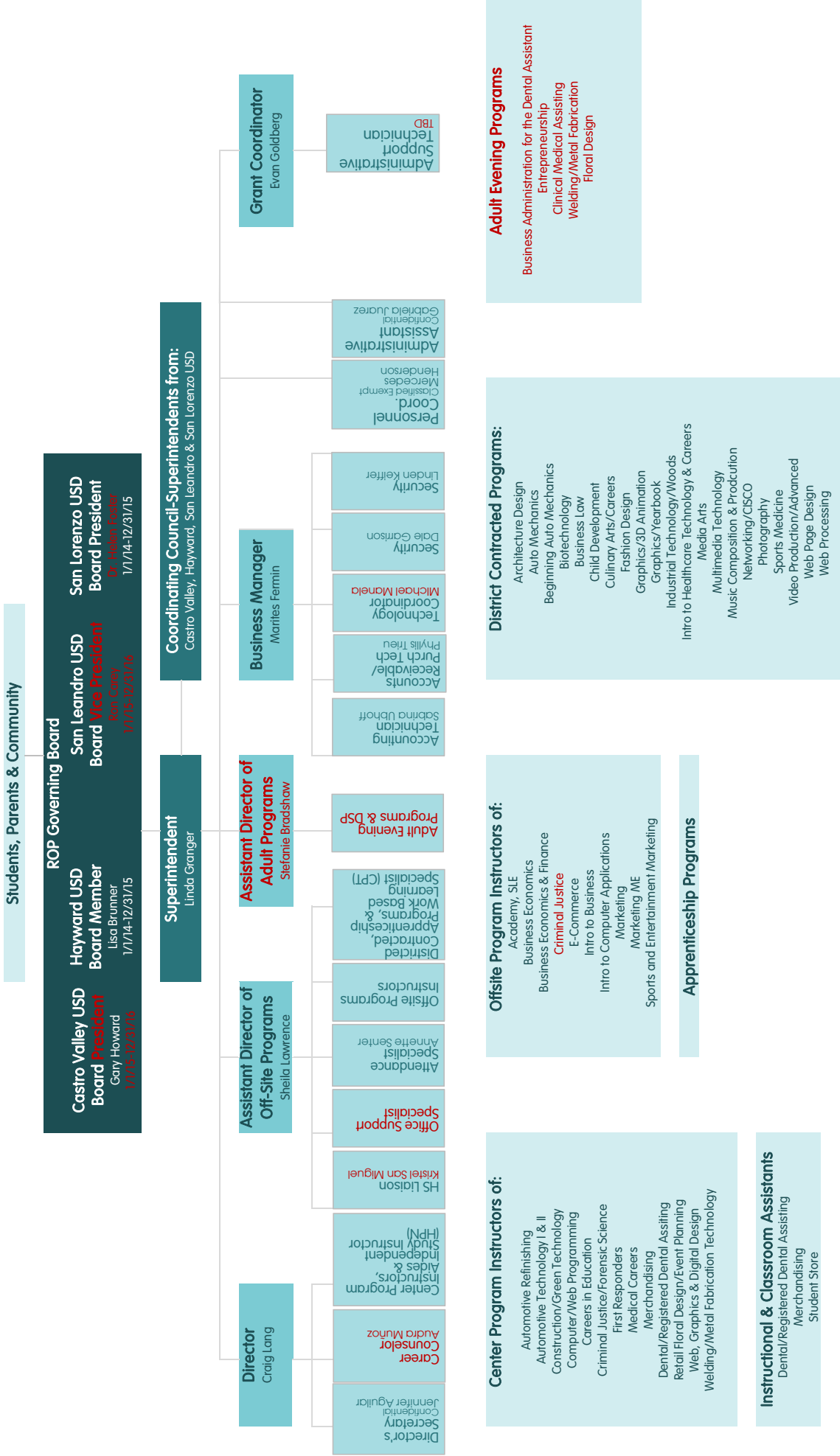
The attached organizational chart outlines the structure of the Eden Area ROP Administrative, Business Services and Educational Services units for the 2015-2016 school year.

CURRENT SITUATION

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

CONSENT CALENDAR

Organization Chart 2015-2016





DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Public Disclosure of Eden Area ROP Employees Agreement for 2014-2015 Salary Increase

CURRENT SITUATION

On June 4, 2015, the Eden Area ROP's representatives from Certificated, Classified, Exempt and Management Employees of Eden Area ROP held a meet and confer session in which the employee representatives and administration agreed to recommend a 4% pay raise retroactive to the start of 2014-2015 fiscal year.

The Business Services Department has prepared the Public Disclosure Statement, Certification of the District's ability to meet the costs of this request, in accordance with AB 1200, verifying that the District can afford to fund the increase on a multi-year level. The document attached contains detailed and specific information about how this agreement affects district funds. This document was submitted and reviewed by Alameda County Office of Education (ACOE) on June 9, 2015.

Code/Policy: Government Code 3547.5

Fiscal Impact: The projected costs is funded by the ROP local revenue funding.

Supporting documents: Certification – AB 1200 report submitted to Alameda County Office of Education (ACOE)

RECOMMENDATION

It is recommended that the Governing Board approve the Public Disclosure of the Eden Area ROP employees' agreement.

Certification of the Districts Ability to Meet the Costs of Collective Bargaining Agreement

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to the public disclosure.

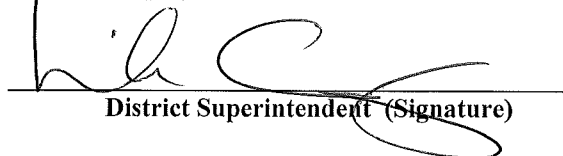
In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of Eden Area ROP District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and all employees (No Bargaining Unit in the district), during the term of the agreement from 07/01/2014 to 06/30/2015.

The budget revisions necessary to meet the costs of the agreement in each year of its term are itemized below. If the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c)

Budget Adjustment Categories	Increase(Decrease) Year 1	Increase(Decrease) Year 2	Increase(Decrease) Year 3
Revenues/Other Financing Sources			
Local ROP revenues funding	182,948	230,495	183,615
Expenditures/Other Financing Uses			
Salaries and Benefits	155,742	155,742	155,742
Ending Balance Increase (Decrease)	27,206	74,753	23,983

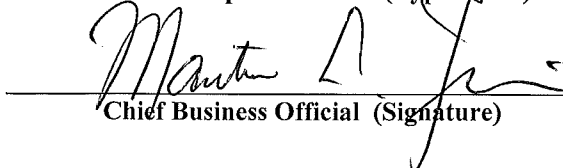
N/A ____ (No budget revisions necessary)

These projections are based on the attached assumptions, which become an integral part of this document.


District Superintendent (Signature)

6.9.15
Date

____ Linda Granger
District Superintendent (Type Name)


Chief Business Official (Signature)

6/4/2015
Date

____ Marites Fermin
Chief Business Official (Type Name)

EDEN AREA ROP School District
Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Bargaining Unit: Certificated/ Classified/ Exempt/ Management Employees of Eden Area ROP

The district does not have any bargaining unit

The proposed agreement covers the period beginning 7/1/2014 and ending 6/30/2015

and will be acted on by the Governing Board at its meeting on June 4, 2015.

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation		Annual Cost Prior to Proposed Agreement 2014-2015	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) 2014-2015	Year 2 Increase/(Decrease) 2015-2016	Year 3 Increase/(Decrease) 2016-2017
1.	Salary Schedule (This is to include Step & Column, which is also reported separately in item 6)	\$ -	\$ 133,741	\$ 267,482	\$ 401,223
			\$ 133,741	\$ 267,482	\$ 401,223
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
2a.	Description of Other Compensation 1% one time bonus/stipend		\$ -	\$ -	\$ -
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ -	\$ 22,001	\$ 42,155	\$ 63,233
			\$ 22,001	\$ 42,155	\$ 63,233
4.	Health/Welfare Plans ACA set aside for potential penalties	\$ -	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Compensation - Add Items 1 through 4 to equal 5	\$ -	\$ 155,742	\$ 309,637	\$ 464,456
			0.00%	0.00%	0.00%
6.	Step & Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.	\$ -	\$ -	\$ -	\$ -
7.	Total number of represented Employees (Use FTEs)	43.5	43.5	43.5	43.5
8.	Total Compensation <u>Average</u> Cost per Employee	\$ -	\$ 3,580	\$ 7,118	\$ 10,677
			0.00%	0.00%	0.00%

EDEN AREA ROP School District
Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

4% across the board increase - ongoing

Above increase is district wide. The district does not have any bargaining unit, only salary committee

10. Were any additional steps, columns or ranges added to the schedules? (If yes, please explain.)

No

11. Please Include comments and explanations as necessary. (If more room is necessary, please attach additional sheet.)

- B. **Proposed Negotiated Changes in Non-compensation Items** (e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

- C. **What are the Specific Impacts (Positive or Negative) on Instructional and Support Programs to Accommodate the Settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g. counselors, librarians, custodial staff, etc.).

No reduction in program

- D. **What Contingency Language is Included in the Proposed Agreement (e.g. reopeners, etc.)?**

N/A

- E. **Will this Agreement Create, Increase, or Decrease Deficit Financing in the Current or Subsequent Year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The district is positive

EDEN AREA ROP School District
Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

- F. Identify Other Major Provisions that do not Directly Affect the District's Costs; such as Binding Arbitration, Grievances Procedures, etc.

None

- G. Source of Funding for Proposed Agreement

1. Current Year

District anticipates ending fund balance of \$230K, \$183K and \$130K for three years.

New grant awards and continues state revenues plus property taxes for the past two years of MOE.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

No - it is on going and funding is in item G.1 above.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

See item no. 1 for multi-year funding and G.1 above

EDEN AREA ROP School District
Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

H. Impact of Proposed Agreement on Current Year Operating Budget (Ed. Code 42142)

	Column 1 Latest Board- Approved Budget Before Settlement As of: 6/4/2015	Column 2 Cost of Adjustments as a Result of Settlement	Column 3 Other Revisions Costs Increases (Decreases)	Column 4 Total New Budget (Col 1+2+3)
<u>Revenues</u>				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)- LCFF	\$ 7,978,626	\$ -	\$ -	\$ 7,978,626
Total Revenues	\$ 7,978,626	\$ -	\$ -	\$ 7,978,626
<u>Expenditures</u>				
1000 Certificated Salaries	\$ 2,561,034	\$ 102,441	\$ -	\$ 2,663,475
2000 Classified Salaries	\$ 782,497	\$ 31,300	\$ -	\$ 813,797
3000 Employee Benefits	\$ 796,142	\$ 22,001	\$ -	\$ 818,143
4000 Books and Supplies	\$ 435,317	\$ -	\$ -	\$ 435,317
5000 Services and Operating Expenses	\$ 2,821,606	\$ -	\$ -	\$ 2,821,606
6000 Capital Outlay	\$ 399,082	\$ -	\$ -	\$ 399,082
7000 Other Outgo	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 7,795,678	\$ 155,742	\$ -	\$ 7,951,420
Operating Surplus (Deficit)	\$ 182,948	\$ (155,742)	\$ -	\$ 27,206
Other Sources and Transfers In	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ 182,948	\$ (155,742)	\$ -	\$ 27,206
Beginning Balance	\$ 7,984,149			\$ 7,984,149
Current Year Ending Balance	\$ 8,167,097	\$ (155,742)	\$ -	\$ 8,011,355
<u>Components of Ending Balance</u>				
Nonspendable and Restricted 9711-9740	\$ 329,122	\$ -	\$ -	\$ 329,122
Reserved for Economic Uncertainties 9789 (6%)	\$ 467,741	\$ 9,345	\$ -	\$ 477,085
Committed and Assigned 9770-9780	\$ 7,187,286	\$ -	\$ -	\$ 7,187,286
Unassigned/Unappropriated 9790	\$ 182,948			\$ 17,862

EDEN AREA ROP School District
Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

If the total amount of the adjustment in Column 2 on page 4 does not agree with the amount of the Total Compensation Increase in Section A, line 5, page 1 (e.g. increase was partially budgeted), explain the variance below:

Please include any additional comments and explanations of page 4 as necessary:

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Page 4, Column 4, total Expense & Other Uses and Transfers Out <i>(Must include restricted and unrestricted expenditures)</i>	\$ 7,951,420
b. State Standard Minimum Reserve Percentage for this District	6.00%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a. times Line b. or \$50,000.	\$ 477,085

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 477,085
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount	\$ 17,862
c. Special Reserve Fund 17-Budgeted Reserve for Economic Uncertainties	\$ -
d. Special Reserve Fund 17-Budgeted Unassigned/Unappropriated Amount	\$ -
e. Article XIII-B Fund 72-Budgeted Reserve for Economic Uncertainties	\$ -
f. Article XIII-B Fund 72-Budgeted Unassigned/Unappropriated Amount	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 494,947

3. Do unrestricted reserves meet the state standard minimum reserve amount? YES

If NO, how do you plan to restore your reserves?

[illegible]

EDEN AREA ROP School District

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Revised MYP Including the Effects of Collective Bargaining

Eden Area ROP General Fund Multi-Year Projections Budget Year: 2014/2015			
	ADA: 1,563 0.85% Deficit: none	ADA: 1,563 1.02% Deficit: none	ADA: 1,563 1.60% Deficit: none
Revenues	2014-2015	2015-2016	2016-2017
Revenue Limit Sources	0	0	0
Federal Revenue	164,794	164,794	93,454
Other State Revenue	482,006	371,795	371,795
Local Revenue	7,331,826	7,454,315	7,474,315
Total Revenue	7,978,626	7,990,904	7,939,564
Expenditures			
Certificated Salaries	2,561,034	3,014,937	3,014,937
Step & Column Adjustment	0	0	25,928
Cost-of-Living Adjustment	0	0	0
Other Adjustments	102,441	102,441	102,441
Classified Salaries	782,497	834,278	834,278
Step & Column Adjustment	0	0	9,005
Cost-of-Living Adjustment	0	0	0
Other Adjustments	31,300	31,300	31,300
Employee Benefits	818,143	935,970	950,426
Books & Supplies	435,317	267,354	271,632
Services, Other Operating Exp	2,821,607	2,679,572	2,640,385
Capital Outlay	399,082	50,300	35,250
Other Outgo	0	0	0
Direct Support/Indirect Costs			
Total Expenditures	7,951,421	7,916,152	7,915,582
Operating Surplus (Deficit)	27,206	74,753	23,983
Other Financing Sources & Transfers In(Positive figure)			
Other Financing Uses & Transfers Out (Neg Figure)			
Current Yr Inc(Dec) in Fund Balance	27,206	74,753	23,983
Beginning Fund Balance	7,984,149	8,011,355	8,086,108
Audit Adjustments/Restatements			
Ending Balance	8,011,355	8,086,108	8,110,091
Restricted Balance	306,449	306,449	306,449
Required Reserve	477,085	474,969	474,935
Committed and Assigned	7,185,614	7,214,936	7,289,722
Unrestricted Balance (Incl Revolving)	42,207	89,754	38,985
Comments (Major changes):			

EDEN AREA ROP School District
Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

J. Salary Notification Requirement

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

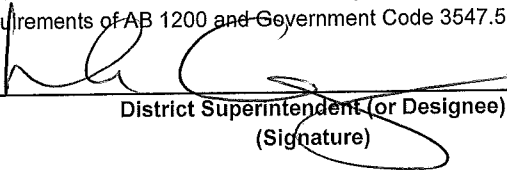
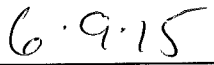
Comparison of Proposed Agreement to Change in District Base Revenue Limit

The district revenues are not based from Revenue Limit

- (a) Current Year Base Revenue Limit (BRL) per ADA:
(obtain from the FY _____ County Office-provided Revenue Limit or+B263
Form RL, Line 3) \$ _____ - (Estimated)
- (b) Prior Year Base Revenue Limit per ADA:
(Form RL, Line 1) \$ _____ - (Actual)
- (c) Amount of Current Year Increase: (a) minus (b) \$ _____ -
- (d) Percentage Increase in BRL per ADA: (c) divided by (b) _____ 0.00%
- (e) Indicate Total Settlement Percentage Increase from Section A,
line 5, Page 1 for current year _____ 0.00%

K. Certification

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code 3547.5.</p>	
 _____ District Superintendent (or Designee) (Signature)	 _____ Date
<p>After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on September 5, 2013, took action to approve the proposed Agreement with the Certificated, Classified, Exempt and Management Employees of Eden Area ROP</p>	
_____ President (or Clerk), Governing Board (Signature)	_____ Date

Special Note: The Alameda County Office of Education reserves the right to ask any additional questions or request any additional information we feel is necessary to review the district properly under AB 1200, including a copy of the Tentative Agreement.



DATE: August 6, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Revised Salary Schedules for All Employee Groups

BACKGROUND

During the June board meeting, the governing board approved a 4% increase to the salary schedule for all employee groups. All salary schedules have been revised to reflect this change.

CURRENT SITUATION

In reviewing the salary schedules, there are some elements of the classified exempt and certificated salary schedules that also need addressing.

Specifically, both the classified and certificated salary schedules have steps that reward employees for longevity while the classified exempt employee salary schedule offers only a \$350, \$500, and \$750 annual stipend for longevity.

Additionally certificated hourly employees only have two steps on their salary schedule, one for less than five years and another for five or more years of service.

To resolve these issues, I recommend revising these salary schedules to be aligned with the other employee salary schedules and reflect salary increases at the 10, 15, 20, and 25 year service levels.

Fiscal Impact:

The projected cost is approximately \$18,000 annually.

RECOMMENDATION

It is recommended that the Governing Board approve the revised salary schedules as presented.