



GOVERNING BOARD MEETING AGENDA

Friday, June 7, 2019

5:00 pm

Location:

26316 Hesperian Blvd
Hayward, CA 94545

Website:

www.edenrop.org

Phone Numbers:

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



Governing Board Members

Peter Oshinski, President
Marilyn Stewart, Vice President
Jo A.S. Loss, Member
Dr. Robert Carlson, Member

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

Mission Statement

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

Copies of this agenda are available upon request



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

Date: Friday, June 7, 2019

Time: 5:00 p.m.

AGENDA

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

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

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

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

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

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of May 2, 2019 (pages 4-8)
- B. Request the Governing Board to approve the Bill Warrants (pages 9-16)
- C. Request the Governing Board to approve the Personnel Action Items (pages 17-18)

- D. Request the Governing Board to approve the Revised Agreement with Fresno County Office of Education for Direct Support Professional Training for the 2018-2019 School Year (page 19-21)
- E. Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2019-2020 School Year (pages 22-28)
- F. Request the Governing Board to approve the Agreement with Cindy Christovale for Direct Support Professional Training for the 2019-2020 School Year (pages 29-35)
- G. Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2019-2020 School Year (pages 36-42)
- H. Request the Governing Board to approve the Agreement with Fresno County Office of Education for Direct Support Professional Training for the 2019-2020 School Year (pages 43-53)
- I. Request the Governing Board to approve the Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2019-2020 School Year (pages 54-58)
- J. Request the Governing Board to approve the Agreement with Del Conte Landscaping, Inc for Landscaping for the 2019-2020 School Year (pages 29-71)
- K. Request the Governing Board to approve the Agreement with Elearning Experts for Moodle Services for the 2019-2020 School Year (pages 72-96)
- L. Request the Governing Board to approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2019-2020 School Year (pages 97-109)
- M. Request the Governing Board to approve the Contract with Professional Charter Services for Sophomore Tour Transportation for the 2019-2020 School Year (pages 110-127)
- N. Request the Governing Board to approve the MOU with Alameda County Office of Education Network for Access Plus Service for the 2019-2020 School Year (pages 128-136)
- O. Request the Governing Board to approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2019-2020 School Year (pages 137-142)
- P. Request the Governing Board to approve the MOU with the Hayward Unified School District for Student Transportation for the 2019-2020 School Year (pages 143-145)

VII. Information Items

- A. The Superintendent's Evaluation Timeline (pages 146-147)

VIII. Action Items

Open Public Hearing for the Eden Area ROP Adopted Budget for the 2019-2020 Fiscal Year

Close Public Hearing

- A. Request the Governing Board to approve the Adopted Budget for the 2019-2020 Fiscal Year (page 148)

Open Public Hearing for the Adoption of the Recommended Textbook for the 2019-2020 School Year

Close Public Hearing

- B. Request the Governing Board to approve the Adoption of the Recommended Textbook for the 2019-2020 School Year (page 149)
- C. Request the Governing Board to approve the 2019-2020 High School Student Calendar (pages 150-151)
- D. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2019-2020 School Year (pages 152-155)

IX. Superintendent's Report

X. Communications

- A. Letter from the Alameda County Office of Education regarding the Second Interim (pages 156-157)

XI. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

XII. Recess to Closed Session

- A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/Dismissal/Release
- B. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6) Designated Representative: Marites Fermin Unrepresented employees

XIII. Reconvene to Open Session and Report Action Taken in Closed Session

- A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/Dismissal/Release
- B. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6) Designated Representative: Marites Fermin Unrepresented employees

XIV. Adjournment

Consent Calendar





**Minutes of the Regular Meeting of the ROP Governing Board
May 2, 2019**

I. Call to Order

Mr. Peter Oshinski, President, called the meeting to order at 5:45 p.m. on Thursday, May 2, 2019 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Roll was called by Gabriela Juarez, Executive Assistant.

Eden Area ROP Governing Board Present:

Peter Oshinski, President	San Leandro USD
Marilyn Stewart, Vice President	San Lorenzo USD
Dr. Robert Carlson, Member	Hayward USD
Jo A.S. Loss, Member	Castro Valley USD

Superintendent: Linda Granger-present

ROP Administrators in Attendance:

Craig Lang	Director of Adult Programs
Lauren Kelly	Assistant Director of Educational Services
Marites Fermin	Business Manager
Evan Goldberg	Grant Coordinator

ROP Staff in Attendance:

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

Craig Lang led the Pledge of Allegiance.

IV. Mission Statement

Evan Goldberg read the Eden Area ROP mission statement.

V. Approval of Agenda

Trustee Marilyn Stewart moved to approve the agenda as written with the exception of pulling consent calendar item H and item O to be voted on separately. Trustee Robert Carlson seconded the motion. By the following vote, the agenda was approved with the revision noted.

AYES:	4 (Carlson, Oshinski, Stewart, Theodore)
NOES:	0
ABSTAIN:	0
ABSENT:	0

VI. Consent Calendar

Trustee Jo A.S. Loss moved to approve the consent calendar items with the exception of item H and item O that were pulled for discussion and moved to be approved as separate items under consent:

- A. Approve the Minutes of the Regular Governing Board Meeting of March 7, 2019
- B. Approve the Minutes of the Regular Governing Board Meeting of April 4, 2019
- C. Approve the Bill Warrants
- D. Approve the Personnel Action Items
- E. Approve the Listed Donations- Deborah Maynard
- F. Approve the Listed Donations- Janice Wexner
- G. Approve the Listed Donations- Richard Espinoza
- H. Approve the Listed Donations- R/GA Media Group, Inc
- I. Approve the Quarterly Report on Williams Act Complaints and Resolutions
- J. Approve the Receipt of the Workability I Program Funds
- K. Approve the Advisory Committee Members
- L. Approve the Disposal of Obsolete or Surplus Items
- M. Approve the Agreement with the California School Boards Association (CSBA) for a Policy Development Workshop for the 2018-2019 School Year
- N. Approve the Agreement with Bay Point Control, Inc. DBA Marina Mechanical for HVAC Replacement for the 2018-2019 and 2019-2020 School Years
- O. Approve the Agreement with Castro Valley Unified School District for Student Transportation for the 2019-2020 School Year
- P. Approve the Agreement with Flagship Facility Services Inc. for Janitorial Services for the 2019-2020 School Year
- Q. Approve the Agreement with John Peters for Consulting for the First Responders Program for the 2019-2020 School Year

Trustee Robert Carlson seconded the motion.

AYES: 4 (Carlson, Loss, Oshinski, Stewart)
NOES: 0
ABSTAIN: 0
ABSENT: 0

H. Request the Governing Board to approve the Listed Donations-R/GA Media Group, Inc

Trustee Peter Oshinski requested to pull the Listed Donations-R/GA Media Group, Inc. so that he may abstain. He stated that he had a conflict of interest because his husband is employed by R/GA Media group who made the donation.

AYES: 3 (Carlson, Loss, Stewart)
NOES: 0
ABSTAIN: 1 (Oshinski)
ABSENT: 0

O. Request the Governing Board to approve the Agreement with Castro Valley Unified School District for Student Transportation for the 2019-2020 School Year

Trustee Jo A.S. Loss requested to pull the agreement with Castro Valley Unified

School District for Student Transportation for the 2019-2020 School Year so that she may abstain. She stated that she had a conflict of interest because the agreement is with her district where she is on the Board.

AYES: 3 (Carlson, Oshinski, Stewart)
NOES: 0
ABSTAIN: 1 (Loss)
ABSENT: 0

VII. Action Items

A. Request the Governing Board to approve the Adoption of Resolution 8-18/19: Day of the Teacher

Upon review of and a motion by Trustee Jo A.S. Loss and a second by Trustee Robert Carlson, the Governing Board approved the adoption of Resolution 8-18/19: Day of the Teacher.

AYES: 4 (Carlson, Loss, Oshinski, Stewart)
NOES: 0
ABSTAIN: 0
ABSENT: 0

B. Request the Governing Board to approve the Adoption of Resolution 9-18/19: Classified Employees' Week

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Marilyn Stewart, the Governing Board approved the adoption of Resolution 9-18/19: Classified Employee's Week.

AYES: 4 (Carlson, Loss, Oshinski, Stewart)
NOES: 0
ABSTAIN: 0
ABSENT: 0

C. Request the Governing Board to approve the Adoption of Resolution 10-18/19: Temporary Borrowing Between Funds

Upon review of and a motion by Trustee Jo A.S. Loss and a second by Trustee Marilyn Stewart, the Governing Board approved the adoption of Resolution 10-18/19: Temporary Borrowing Between Funds.

AYES: 4 (Carlson, Loss, Oshinski, Stewart)
NOES: 0
ABSTAIN: 0
ABSENT: 0

D. Request the Governing Board to approve the Adoption of Resolution 11-18/19: Year End Budget Transfers of Funds

Upon review of and a motion by Trustee Marilyn Stewart and a second by Trustee Jo A.S. Loss, the Governing Board approved the adoption of Resolution 11-18/19: Year End Budget Transfer of Funds.

AYES: 4 (Carlson, Loss, Oshinski, Stewart)
NOES: 0
ABSTAIN: 0
ABSENT: 0

**E. Request the Governing Board to approve the Adoption of Resolution 12-18/19:
Authority to Sign Contracts for the 2019-2020 Fiscal Year**

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Jo A.S. Loss, the Governing Board approved the adoption of Resolution 12-18/19: Authority to Sign Contracts for the 2019-2020 Fiscal Year.

AYES: 4 (Carlson, Loss, Oshinski, Stewart)
NOES: 0
ABSTAIN: 0
ABSENT: 0

**F. Request the Governing Board to approve the Adoption of Resolution 13-18/19:
Delegation of Powers to Agents for the 2019-2020 Fiscal Year**

Upon review of and a motion by Trustee Marilyn Stewart and a second by Trustee Robert Carlson, the Governing Board approved the adoption of Resolution 13-18/19: Delegation of Powers to Agents for the 2019-2020 Fiscal Year.

AYES: 4 (Carlson, Loss, Oshinski, Stewart)
NOES: 0
ABSTAIN: 0
ABSENT: 0

VIII. Superintendent's Report

Linda Granger was excited to report that we are the recipients of the Strong Workforce Program grant. We applied on the behalf of the districts and our consortium was awarded a little over \$1.5 million.

The Superintendent shared that many of our courses were approved a-g many years ago, however, many have to be resubmitted for approval as ROP course titles have changed and UC requirements have changed. Staff has worked diligently to submit a-g updates for previously approved courses and have submitted for courses that have never been a-g approved. She was happy to report that we have received several approvals including for our Welding and Construction programs.

Superintendent Granger also reported to the board the SkillsUSA and DECA competition winners. Two of the 5 students placed 1st and will be able to compete at the national SkillsUSA competition. Several of the students received scholarships through the competition. Three students placed at the International DECA competition and were among thousands of participants.

She concluded her report by reviewing the process and the Board's role for the upcoming Student Award Night on May 8th.

IX. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

None

X. Recess to Closed Session

The meeting was called into closed session at 6:05 pm

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

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

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

The meeting resumed to open session at 6:33 p.m.

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

No action was taken

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

No action was taken

XII. Adjournment

Upon a motion by Trustee Robert Carlson and a second by Trustee Marilyn Stewart, the Governing Board adjourned the meeting at 6:35 p.m.

AYES: 4 (Carlson, Loss, Oshinski, Stewart)

NOES: 0

ABSTAIN: 0

ABSENT: 0

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: June 7, 2019
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 April 15, 2019 through May 20, 2019 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Mercedes Henderson, Personnel Coordinator
SUBJECT: Request the Governing Board to approve the Personnel Action Items

CURRENT SITUATION

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

CONSENT CALENDAR



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Revised Agreement with Fresno County Office of Education for Direct Support Professional Training for the 2018-2019 School Year

BACKGROUND

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

CURRENT SITUATION

The number of sessions and students has increased over the initial projections for the 2019 fiscal year. This increase on demand for services has resulted in the need to amend our original agreement with the Fresno County Office of Education (FCOE) by \$58,000. The total revenue to the Eden Area ROP is now \$188,000.

CONSENT CALENDAR

**AMENDMENT NO. 01****TO COOPERATION AND SHARED RESPONSIBILITY AGREEMENT ("Agreement")**Legal Doc./Contract No. of this signed Amendment (*Legal use only*): _____Legal Doc./Contract No. of Agreement/Prior Amendment(s) if different from above: **#101905**

OTHER PARTY Eden Area Regional Occupational Program (ROP) ("Other Party") DBA (<i>leave blank if none</i>): Attn: Craig Lang, Director of Adult Programs 26316 Hesperian Boulevard Hayward, CA 94545 Phone: (510) 293-2905 Email: clang@edenrop.org	FCSS Fresno County Superintendent of Schools (" FCSS ") Attn: Valerie Vuicich, Executive Director Dept.: CTE/ROP Fresno County Office of Education 1318 E. Shaw Avenue, Suite 420 Fresno, CA 93710 Phone: (559) 497-3850 Email: vvuicich@fcoe.org
If any information stated above is different from that stated on the Agreement or any prior amendment(s), a Party hereby authorizes the other Party to give, effective on the Amendment Effective Date, all notices, demands, and other communications relating to the Agreement and any amendment(s) thereto to the Party, in accordance with the provisions in the Agreement, to the person and address or email stated above.	
TERM OF CONTRACT ("Contract Term", <i>dates must match those stated on Agreement</i>):	EFFECTIVE DATE OF AMENDMENT (<i>date must be within the Contract Term stated in Agreement/prior amendment(s)</i>):
Effective Date: July 1, 2018 Termination Date: June 30, 2019	"Amendment Effective Date": May 1, 2019
AMENDMENT: Other Party and FCSS are referred to separately as a "Party" and collectively as the "Parties". The Parties entered into the above-referenced Agreement and hereby desire to amend said Agreement as set forth below (<i>complete each as indicated below</i>):	
1. CONTRACT TERM 1.1 The Termination Date was previously amended to: No change 1.2 This Amendment changes the Termination Date as follows (<i>mark one and complete as required</i>): <input checked="" type="checkbox"/> No change <input type="checkbox"/> New Termination Date: 2. CONTRACT AMOUNT 2.1 The Contract Amount of the Agreement is: \$130,000.00 2.2 The sum of all prior amendments to the Agreement is (<i>state \$0 if none</i>): \$0 2.3 This Amendment changes the Contract Amount as follows (<i>mark one and complete as applicable</i>): <input type="checkbox"/> No change <input checked="" type="checkbox"/> Increase by the following amount: \$58,000.00 <input type="checkbox"/> Decrease by the following amount: \$ <input type="checkbox"/> Modify as follows: \$ 2.4 The amended Contract Amount is (<i>sum of 2.1 to 2.3</i>): \$188,000.00	

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

☒ No change

☐ Add the following:

☐ Delete the following:

☐ Modify as follows:

4. OTHER CHANGES (*leave blank if none*): Contract amount of the Agreement increased to accommodate the increased number of DSPT Trainings and Challenge Tests conducted to meet the needs of Community Care Facility DSPs within the East Bay Regional Center Catchment area.

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

OTHER PARTY

FCSS

By: _____

Print Name: **Craig Lang**

Title: **Director of Adult Programs
or Authorized Designee**

By: _____

**Jim A. Yovino, Superintendent
or Authorized Designee**

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

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DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2019-2020 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the agreement between the DSP Proctor, Abraham Hill, and the Eden Area ROP to provide training for the 2019-2020 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2019-2020 School Year.

BETWEEN

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

OF THE FIRST PART

-AND-

Abraham Hill
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

Services Provided

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

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

Term of Agreement

- 2. The term of this Agreement will begin on July 1, 2019 and will remain in full force and effect until June 30, 2020, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

- 4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
- 5. This compensation will be payable upon completion of the agreed to services.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

- 7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for

the mandated August 2019 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

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

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Abraham Hill

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Cindy Christovale for Direct Support Professional Training for the 2019-2020 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, Dr. Cindy Christovale, and the Eden Area ROP to provide training for the 2019-2020 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2019-2020 School Year.

BETWEEN

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

OF THE FIRST PART

- AND -

Dr. Cindy Christovale
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

Services Provided

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

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

Term of Agreement

- 2. The term of this Agreement will begin on July 1, 2019 and will remain in full force and effect until June 30, 2020, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

- 4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
- 5. This compensation will be payable upon completion of the agreed to services.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

- 7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the

Customer for all such expenses **OR** the Service Provider will arrange and pay for all travel accommodations for the mandated August 2018 DSP training and submit an invoice and receipts to the Fresno HUB for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated. 2. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time. 3. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

- a. Eden Area ROP
26316 Hesperian Blvd, Hayward, California, 94545
Fax Number: (510) 293-8325

- b. Dr. Cindy Christovale

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

Costs and Legal Expenses

18. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any

other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

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

Entire Agreement

20. 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

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Dr. Cindy Christovale

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2019-2020 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, Ellen Faryna, and the Eden Area ROP to provide training for the 2019-2020 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2019-2020 School Year.

BETWEEN

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

OF THE FIRST PART

-AND-

Ellen Faryna
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

Services Provided

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

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

Term of Agreement

- 2. The term of this Agreement will begin on July 1, 2019 and will remain in full force and effect until June 30, 2020, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

- 4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
 - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
- 5. This compensation will be payable upon completion of the agreed to services.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

- 7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for

the mandated August 2019 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

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

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Inurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

Ellen Faryna

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date

DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Fresno County Office of Education for Direct Support Professional Training for the 2019-2020 School Year

BACKGROUND

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

CURRENT SITUATION

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

CONSENT CALENDAR

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

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

1. Provide FCSS with a 2019-20 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 2019-20 DSPT Training and Challenge Test schedules;
4. Conduct DSPT Trainings and Challenge Tests according to the scheduled testing and training sessions, utilizing only DDS approved testing and training materials;
5. Participate in DSPT State mandated trainings;
6. Participate in regional DSPT advisory meetings;
7. Provide DSPT program training materials (bubble packs, med containers, timers, clipboards, paper towels, etc.).

2. *When will Agency provide the Services (mark one and complete as indicated):*

- ☐ *Date Determined* – Agency will perform the Services on (*state specific date(s)*): The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.
- ☒ *Date to be Determined* – The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, which date(s) shall be within the Contract Term.

3. *Where will Agency provide the Services (state full address):* 26316 Hesperian Blvd., Hayward, CA 94545
The Parties' staff may mutually change the location if there is no change in the Contract Amount.

4. *Full name of Agency staff who must perform the Services (leave blank if none designated):*

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

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

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

2. *When will FCSS provide the Services (mark one and complete as indicated):*

☐ *Date Determined* – FCSS will perform the Services on (*state specific date(s)*): The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.

☒ *Date to be Determined* – The Parties' staff will coordinate and schedule the particular date(s) on which FCSS shall perform the Services, which date(s) shall be within the Contract Term.

3. *Where will FCSS provide the Services (state full address):* 1318 E. Shaw Avenue, Suite 420, Fresno, CA 93710 The Parties' staff may mutually change the location if there is no change in the Contract Amount.

4. *Full name of FCSS staff who must perform the Services (leave blank if none designated):*

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

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

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 and the Pay Schedule stated below (mark one and complete as indicated):
- ☐ 1. *Fixed Installment*: \$_____ per month/quarter/year, the sum of all payments shall equal the **"Contract Amount"** of \$_____. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
 - ☐ 2. *Rate/Not-To-Exceed Contract Amount*: Services that FCSS performs in accordance with this Agreement, to be billed at \$_____ per hour in 15 minute increments OR pursuant to the rates set forth in Exhibit 1 and the sum of which shall not exceed the **"Contract Amount"** of \$_____. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
 - ☐ 3. *Entire Contract Amount/Completion Of All Services*: Entire **"Contract Amount"** of \$_____. FCSS shall submit the invoice to Agency within 30 days of the date on which FCSS completed all Services in accordance with this Agreement.
 - ☐ 4. *Other/Specified Amount, Paid Periodically*: The **"Contract Amount"** of \$_____. FCSS shall submit each invoice to Agency within 30 days of the date on which FCSS has completed, in accordance with this Agreement, the Services for which FCSS requests payment.
- ☒ PAYMENT TO AGENCY. FCSS (also refer to as **"Payor"**) shall pay Agency (also refer to as **"Payee"**) pursuant to the following and the Payment Schedule stated below (mark one and complete as indicated):
- ☐ 1. *Fixed Installment*: \$_____ per month/quarter/year, the sum of all payments shall equal the **"Contract Amount"** of \$_____. Agency shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
 - ☒ 2. *Rate/Not-To-Exceed Contract Amount*: Services that Agency performs in accordance with this Agreement, to be billed at \$50 per DSPT Challenge Test and \$200 per student completing DSPT Training and the sum of which shall not exceed the **"Contract Amount"** of \$130,000.00. Agency shall submit each invoice to FCSS by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
 - ☐ 3. *Entire Contract Amount/Completion Of All Services*: Entire **"Contract Amount"** of \$_____. Agency shall submit the invoice to FCSS within 30 days of the date on which Agency completed all Services in accordance with this Agreement.
 - ☐ 4. *Other/Specified Amount, Paid Periodically*: The **"Contract Amount"** of \$_____. Agency shall submit each invoice to FCSS within 30 days of the date on which Agency has completed, in accordance with this Agreement, the Services for which Agency requests payment.
- ☐ OTHER (leave blank if none):

Invoice and "Payment Schedule": Each invoice shall comply with Section 2.2 and must be received and approved by Payor before Payee may receive any payment under this Agreement. If 1, 2, or 4 is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, the Services required of Payee for the period for which Payee requests payment. If 3 is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, all Services required of Payee.

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

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

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

AGENCY

FCSS

By: _____

Print Name: [Craig Lang](#)
Title: [Director of Adult Programs](#)
[or Authorized Designee](#)

By: _____

Jim A. Yovino, Superintendent
or Authorized Designee

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

//

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

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

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

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

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

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

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

SECTION 1.4 RECORDS AND INFORMATION.

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

1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately "**Confidential Material**") are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to a Party's performance of this Agreement; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized

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

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

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAW AND GRANT.

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

ARTICLE 2 PAYMENT.

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

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

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

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

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section 3.2, a Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover.

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 to but fails to provide to FCSS and/or comply with the Fingerprinting Certification; (B) Agency is required to but fails to provide to FCSS and/or comply with the TB Certification; (C) FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement; (D) a government or issuing agency revokes, suspends, places on probation, or non-renews any License that Agency must hold to perform this Agreement; (E) Agency assigns, transfers, or subcontracts any or all of Agency's obligations and/or rights under this Agreement in breach of Section 7.3; (F) Agency fails to maintain and provide written proof of insurance as required by Article 4; (G) Agency is required to provide particular staff as named on the Cover to perform this Agreement but such staff is not able, not willing, or not available to perform this Agreement; (H) Agency's legal rights to exist or conduct business in California has been revoked or terminated by the California Secretary of State, another agency, or a court; or (I) Agency's legal rights to exist or conduct business in California has been suspended or rendered inactive by the California Secretary of State, another agency, or a court and such suspension lasts more than 30 consecutive days.

3.2.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement and, if as stated on the Cover, compensation is due to Payee under this Agreement: (A) Payor shall pay Payee only for Services that Payee is required to perform, and has performed in accordance with, this Agreement before the effective date of termination; (B) Payee shall submit an invoice within 30 days of the effective date of termination; (C) Section 2.2 shall apply to Payee's invoice and Payor's payment under this Subsection; and (D) upon Payor's payment, if any has been invoiced by Payee and is due to Payee, Payor is not obligated to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

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

ARTICLE 4 INSURANCE.

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

ARTICLE 5 INDEMNITY.

Except as stated on the Cover in which case such provisions shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, 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 employee, agent, or volunteer of FCSS or a member, officer, or agent of the Fresno County Board of Education; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision, each a "**Determination**," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

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

ARTICLE 7 GENERAL PROVISIONS.

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

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

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

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

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

/ /



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2019-2020 School Year

BACKGROUND

With the passage of the Affordable Care Act, employers with over 50 employees are required to file annual information returns that provide information about health plan coverage via the completion of a form 1095.

CURRENT SITUATION

Since the 2018 tax year the Eden Area ROP has met the threshold of at least 50 employees, and therefore, is required to provide health care coverage information to employees for tax purposes. To assist us in adhering to this requirement, we have contracted with Burnham Benefits Insurance Services.

Fiscal Impact: \$3,600 from the general fund.

CONSENT CALENDAR

Employer Reporting Services Agreement

This Agreement (“Agreement”) is between Eden Area ROP (“Client”) and Burnham Benefits Insurance Services (“Burnham”), and is effective as of June 1, 2019.

Burnham has entered into an End User License Agreement (“EULA”) with Jellyfish Code, Inc. for license rights to a software product, which includes computer software and may also include associated media, printed materials, and “online” or electronic documentation (“Software Product”). The Software Product is a Microsoft Excel spreadsheet designed to collect the necessary data to complete an Internal Revenue Service (“IRS”) Form 1095-C, and accompanying transmittal Form 1094-C (collectively, “Form 1095-C”). The spreadsheet contains macros designed to simplify editing and maintenance of Form 1095-C data. The software license also covers use of a proprietary desktop application that uses an Excel Spreadsheet to automatically fill out and complete a Form 1095-C.

Scope of Services to be Provided by Burnham

Pursuant to the EULA, Burnham is authorized to install and use the Software Product for the purpose of assisting Client in complying with certain reporting and disclosure requirements under Internal Revenue Code (“Code”) Section 6056 to satisfy the Form 1095-C filing and disclosure requirement for the 2019 calendar year (“2019 Services”). The 2019 Services do not include the actual printing and distribution of Form 1095-Cs.

Upon execution of this Agreement, Burnham shall provide Client with a specified timeline to provide the data needed in order for Burnham to guarantee timely performance of the 2019 Services.

Burnham’s 2019 Services are not intended to constitute legal or tax advice.

Client’s Responsibilities

Client agrees to timely provide Burnham with the necessary data and records that Burnham requires to perform the 2019 Services under the terms of the Agreement. The timeframe for Client to provide the necessary information will be as follows to ensure timely completion of the 2019 Services by Burnham.

- Preliminary submission by November 15
- Final submission no later than December 15

Client is responsible for ensuring data and records are accurate, complete, and timely provided to Burnham and that the Forms generated by the Software Product are true and accurate. Client will promptly review all Forms generated by the Software Product in connection with the 2019 Services and promptly notify Burnham of any errors, omissions, or discrepancies with Client’s records. Burnham makes no warranties, express or implied, in fact or in law, that the Forms generated by the Software Product are correct and accurate.

Client, not Burnham, is solely responsible for complying with the requirements of Code Section 6056, including its filing and disclosure deadlines, and any other legal or tax requirements related to this

Employer Reporting Services Agreement

Agreement, including but not limited to printing the Forms 1095-C, distributing them to its full-time employees, and filing them with the IRS.

Client is responsible for retaining copies of all documentation received from, or provided to, Burnham in connection with the 2019 Services in accordance with the Client's business practices, and to the extent required by applicable law.

Term

This Agreement becomes effective as of the date of the signing of the Agreement by Client and terminates upon the completion of the 2019 Services hereunder.

Confidentiality

All sensitive information received from Client to perform the 2019 Services under this Agreement is agreed to be handled in a manner in the strictest confidence and consistent with State of California and Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") guidelines.

Disputes / Arbitration

In the event of a dispute between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this Agreement (the "Dispute"), and if the Dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Any such mediation shall be completed within sixty (60) days of the time notice of a Dispute is given by one party, unless the parties agree to extend the time limits.

If mediation does not resolve the Dispute, the parties shall arbitrate the Dispute. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules (except as modified herein), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof within the State of California. Arbitration shall take place in the State of California, County of Orange. The arbitrator shall provide a decision in writing stating his/her reason and rationale for the decision. Prior to the arbitration, the parties shall have the right to demand from one another the disclosure of relevant and discoverable documents, as well as a list of witnesses the other party intends to call at the arbitration, and a summary of the issues to be raised, which information shall be provided two (2) weeks in advance of the arbitration date. Arbitration shall be the parties' exclusive remedy.

Miscellaneous

Under no circumstances shall failure by either party to insist upon compliance with any provision of this Agreement, or either party's delay or failure to exercise of any right or remedy under this Agreement,

Employer Reporting Services Agreement

operate to waive or modify any such provision, right or remedy or render it unenforceable as to any other time or occurrence.

Neither party may assign all or a portion of its rights or duties hereunder without the prior written consent of the other party.

In the event of any Dispute between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this Agreement, to the extent such Dispute is resolved through arbitration or litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

This Agreement shall inure to the benefit of the respective successor and permitted assigns of each party, and shall be binding upon the successors and permitted assigns of each party.

Nothing in this Agreement is intended to confer upon any other party any rights or remedies hereunder, and no third party may claim to be a beneficiary of this Agreement.

The validity and interpretation of the provisions of this Agreement will be governed by the laws of California without regard to any provisions governing conflict of laws, and both parties agree that, subject to the provision entitled "Disputes/Arbitration," the exclusive jurisdiction and the proper venue for any action brought hereunder will be the court of California or the federal courts in California.

In WITNESS WHEREOF, the parties, by their duly authorized representatives, have entered into this Agreement, effective June 1, 2019.

Total Project Fee: \$3,600 Billed in-full at start of project

Client

Signature

Date

Title

Burnham Benefits Insurance Services

Signature

Date

Employer Reporting Services Agreement

Title



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Agreement with Del Conte Landscaping Inc. for Landscaping for the 2019-2020 School Year

BACKGROUND

Each year the Eden Area ROP contracts for landscaping services.

CURRENT SITUATION

The attached agreement provides details of the services provided by Del Conte Landscaping Inc. for the 2019-2020 school year.

CONSENT CALENDAR



LANDSCAPE MAINTENANCE SERVICES AGREEMENT FOR

Eden Area R.O.P.

(“Client”)

This is an agreement for landscape maintenance services (“Agreement”) between the above-named Client and Del Conte’s Landscaping, Inc. with principal place of business at 41900 Boscell Road, Fremont, California 94538, CSLB: 672485 (“Contractor”).

A. SUBJECT PROPERTY

1. Job Site Name and Location

Eden Area R.O.P.
26316 Hesperian Blvd.
Hayward, CA 94545

(“Job Site”)

2. Main Office Address

Eden Area R.O.P.
Attn: Marites Fermin
26316 Hesperian Blvd.
Hayward, CA 94545

(“Main Office”)



Fair Oaks Place HOA

B. SCOPE OF SERVICES

1. Lawn Care

- i. **Mowing Frequency:** Lawns at the Job Site will be mowed at the following frequency:
 - 1. April 1 – October 30: Lawns will be mowed weekly to ensure uniform height and a neat appearance.
 - 2. November 1 – March 31: Lawns will be mowed only as reasonably needed to ensure uniform height and neat appearance
- ii. **Mowing Process:** Contractor uses a mulching lawn-mowing process, eliminating the need to remove grass clippings, while enhancing lawn health and improving water retention. Mowing shall not remove more than one and one-half inches (1½") of the above ground grass.
- iii. **Trimming and Edging:** Turf shall be trimmed next to walks, header-boards, around plants, around drains, utility boxes, tree wells, and adjacent to fences and buildings on a regular basis to ensure containment and a neat appearance.
- iv. **Weed Control:** A weed removal and control program, which will ultimately lead to control of crabgrass and broad-leaved herbaceous weeds, shall be employed with the use of proper water management and select herbicides.
- v. **Fertilization:** Fertilization will be scheduled on a regular basis as necessary to keep the lawn in a healthy, green, and vigorous condition. Contractor will fertilize to the limited extent of reasonable sustenance of plant health. Any and all soil tests performed by Contractor shall be charged to Client.

2. Shrubbery and Groundcover

- i. **Routine Pruning:** A regular pruning routine will be followed for all "Formal" trimmed shrubs or hedges. "Informal" shrubs or hedges will be trimmed as needed to maintain neat appearance, balanced growth habit and to prevent encroachment on walks, driveways, buildings, and windows. "Formal" and "Informal" hedges are defined per industry standard in the State of California.
- ii. **Shrub Wells:** Contractor will trim around shrubs and perennials as needed to prevent over-run by ground cover. Shrubs shall be kept free of vines at all times.



Fair Oaks Place HOA

- iii. **Routine Edging:** Edging of groundcover will be as needed to prevent encroachment on lawn areas, pavement areas, and buildings. Generally, groundcover and plant material will be trimmed 6"-10" inside containment to allow space for fresh growth.
- iv. **Weed Control:** Shrub beds will be maintained weed-free, as needed, using appropriate chemicals and manual weeding on a weekly basis. Chemicals will be in compliance with DPR Regulations for the State of California.
- v. **Fertilization:** Fertilization will take place on a regular basis during the growing season, recognizing the variable growing needs of differing plant material soil temperature. Schedule of program to be adjusted seasonally. Fertilization application shall be coordinated with operation of the automatic irrigation system to assure watering the day of application. Contractor will fertilize to the limited extent of reasonable sustenance of plant health. Contractor shall not modify and/or change the pH level of the soil and/or modify in any way the nutrient levels of the soil. Any and all soil tests performed by Contractor shall be charged to Client.

3. Trees

- i. **Routine Pruning:** Contractor will prune trees regularly to remove sucker growth, and as needed to maintain clearance from structures and 8 foot clearance above walkways and 12 foot clearance above roads. Trees shall be kept free of vines at all times.
- ii. **Tree Stakes:** For trees less than 15 feet in height, stakes, ties and guides will receive periodic checks and adjustments to ensure they are functioning properly, and/or removed when they are no longer required to support any individual tree. Damaged or broken stakes and ties will be replaced (as necessary) and billed as an extra.
- iii. **Pest Control:** Contractor may monitor the general well-being, such as insect/disease infestation, vehicle damage and general condition of these trees and advise when service or treatment is recommended.
- iv. **Fertilization.** Contractor will fertilize to the limited extent of reasonable sustenance of plant health. Contractor shall not modify and/or change the pH level of the soil and/or modify in any way the nutrient levels of the soil. Any and all soil tests performed by Contractor shall be charged to Client.
- v. **Tree Exceptions:** Trimming trees in excess of 15 ft. in height or 6 inches diameter shall not be part of this Agreement.



Fair Oaks Place HOA

4. General Care

- i. Contractor will maintain a weed-controlled environment through cultivation, spraying, pulling, etc. of all landscape common areas on site, including parking area perimeters and paving joints. Contractor will spray all plant material (excluding trees above 15 feet in height or 6 inches in diameter) as needed with fungicides, insecticides and other appropriate solutions to control diseases and pests (anything detrimental to the general health) of the landscape plant material, excluding vertebrate pests.
- ii. Contractor will remove general litter, debris, and yard waste from landscape at completion of every service visit. This does not include large deposits or piles of disposal which shall be removed at additional charge to client. Available details for client to potentially subrogate will be provided to client. All debris resulting from any/all landscape work by Contractor shall be removed before leaving the Job Site.
- iii. During November through March, leaves will be raked during the normal service visits to regularly achieve a neat appearance.
- iv. This Agreement does not include control of vertebrate pests, which are considered an extraordinary condition. Contractor will monitor for damage from vertebrate pests and advise when service or treatment is recommended.
- v. Hand watering of pots and non-irrigated areas are expressly excluded from this Agreement.

5. Irrigation

- i. **General:** Contractor will comply with mandated water restrictions. Regulate automatic sprinkler systems (including drip systems) to optimize plant health, aesthetics, and water cost control, within limitation of system



Fair Oaks Place HOA

hardware and client-defined priorities. Routine inspections of irrigation systems shall be completed to report any breaks, recommended replacements and to adjust sprinkler heads for maximum coverage.

- ii. **Watering Schedule:** Contractor will maintain dynamic ET-Based (Evapo-Transpiration) irrigation timer schedules for each month of the watering season. Ten-year data averages from C.I.M.I.S. (California Irrigation Management Information System) will be utilized to establish monthly Programs. Additional programming will be implemented as needed to compensate for extreme weather fluctuations. While this information is maintained and implemented for the benefit of our clients, it is proprietary to Contractor.
- iii. **Wireless Remote Timer Control:** Wireless remote control devices will be installed on all irrigation timers to facilitate Contractor's enhanced irrigation service during the term of this contract. Remote control devices will be removed, and the system returned to original operation processes, upon cancellation of contract by either party. There is no cost-to-client associated with installation or removal of control devices.
- iv. **Site-Maps:** Contractor will maintain detailed site maps including, but not limited to, the following: timer locations; backflow locations; water meter locations; station zoning; crop type; application hardware; water meter service areas. While this information is maintained for the benefit of servicing the property, the development of such information is done at no charge and it is the proprietary work product of Contractor. All such information is available for client viewing at our office in Fremont, but is subject to Contractor's copyright and other intellectual property rights.
- v. **Routine Maintenance Repairs:** Material required for repairs associated with routine maintenance of sprinkler system shall be billed as an extra. Routine maintenance repairs are defined as correction of malfunction or rupture downstream of the lateral tee – located prior to sprinkler assembly – up to and including the sprinkler head. Typically, routine maintenance repair is the result of malfunctions found during system checks (performed three (3) to four (4) times per year), or work order requests originating from client entities and Contractor site management staff. Labor is not charged for repairs of this nature.

IRRIGATION REPAIR PRE-AUTHORIZATION



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This Pre-Authorization will enable existing minor irrigation repairs to be completed during the Routine - Maintenance system inspection. This authorization will prevent damage to landscape and waste of water which could occur without immediate repair of your irrigation system.

Please initial one of the following options to indicate a desired course of action during the performance of routine maintenance repairs to the irrigation system:

<i>Initial here:</i>	To authorize Contractor to proceed with repairs with the Pre-Authorized Limit of:	\$300.00
<i>Initial here:</i>	To authorize Contractor to proceed with repairs at an alternative amount from above, as follows:	(Please fill in below.)
<i>Initial here:</i>	If Contractor must submit a written proposal and wait for subsequent approval from Client prior to repairing broken irrigation parts.	

- vi. **Non Routine Maintenance Repairs:** Non routine maintenance irrigation repairs and consulting shall be billed on a labor time plus materials ("T&M") basis. When the cost of T&M repair exceeds clients-defined pre-authorized limits as set forth in Section v above, a proposal will be submitted for authorization prior to commencement of work. By default, mainline repair, valve replacement, timer replacement, wire tracking, and other items requiring significant use of billable labor will be submitted for approval by authorized agent prior to commencement. Upgrades, which by definition are optional enhancements to the systems, will always be submitted for written approval prior to commencement. Non-emergency labor rate is currently \$/65.00 hour.
- vii. **Emergency Irrigation Repairs:** Irrigation is the life blood of landscapes in California during much of the year. In such event that non-routine irrigation repairs ordinarily submitted for written authorization are needed immediately in order to avoid damage to the landscape, Contractor will make every reasonable effort to contact authorized agent for approval, which shall be by telephone and e-mail, to proceed (i.e. rupture of mainline has rendered irrigation inoperative, the landscape is already dry, and plant



Fair Oaks Place HOA

material will be significantly damaged and/or lost if water is not restored immediately).

EXIGENT CIRCUMSTANCE CONSENT

In the event that an emergency irrigation repair is needed and after reasonable efforts, Contractor is unable to contact Client, this authorization will prevent damage to landscape and will authorize Contractor to take reasonable action in response to the emergency irrigation repair.

Please initial one of the following options to indicate a desired course of action in such event that attempts to contact authorized agent proves unsuccessful:

<i>Initial here:</i> _____	To authorize Contractor to proceed with repairs and other billable action deemed necessary to avert damage to landscape that would otherwise occur without prompt restoration of irrigation system. Within constraints of situation, the most efficient technique available will be employed to minimize labor and material costs Involved.
<i>Initial here:</i> _____	If you prefer that Contractor wait for availability and subsequent approval from an authorized agent of Client. Note that if this term is selected that Contractor shall be obligated to take no action despite the exigent circumstance, and Client understands that this could result in damage to the landscape.

6. Miscellaneous

- i. Contractor shall provide all equipment, tools, labor, and materials required to accomplish the Scope of Work outlined by this Agreement, unless otherwise indicated.
- ii. Response to emergency calls during non-production hours will be billed at a charge of \$100.00 for the first 15 minutes. Any additional time over 15



Fair Oaks Place HOA

minutes will be billed as T&M at \$100.00 per hour. Production hours are 7:00 a.m. – 3:30 p.m., Monday through Friday, excluding holidays.

- iii. Account Manager to attend monthly walk-through with board and/or manager, as requested.
- iv. Contractor agrees to respond to all work or service orders within one week or as arranged, except emergencies which are to be attended to as soon as commercially reasonably possible.
- v. Four (4) sets of keys to applicable property gates, necessary access boxes, etc., must be supplied to Contractor prior to beginning of service period.



Fair Oaks Place HOA

C. PAYMENT TERMS

1. Base monthly fee for maintenance service as outlined above, for existing landscape, excluding option addendum(s):

\$1,590.26

("Base Monthly Maintenance Service Fee")

2. Payment to be received before the first day of month following the month of service.
3. Invoice must be paid within 15 days of the invoice date. There will be 1.5% of contract amount or a minimum \$35.00 late fee charge per month on late invoices, whichever is higher.
4. Client's billing address is as follows:

Eden Area R.O.P.
Attn: Marites Fermin
26316 Hesperian Blvd.
Hayward, CA 94545

D. TERM AND TERMINATION

1. **Effective Date:** The effective commencement date of this Agreement shall be as follows:

July 1st, 2019

("Effective Date")

2. **Term:** This Agreement shall endure for a term of one (1) year and shall be automatically renewed for the next year with a cost of living adjustment applied to the contract pricing at each contract anniversary. The pricing adjustment shall be equal to the Annual Adjustment of the CPI Index for the SF Bay Area, if not otherwise terminated.



Fair Oaks Place HOA

3. **Termination:** To terminate this Agreement, either party can serve a 30-day written notice to the other.

E. DEFAULTS, COLLECTION, AND MECHANIC'S LIENS

1. In the event of default of payment by Client, after 60 days of non-payment past the date payment was due, a penalty fee of 15% shall incur on the balance owed. In the event Contractor shall pursue collections against Client, Client shall be liable for collection fees, court costs, expenses, reasonable attorney's fees, and all incidental and consequential damages arising from the default.
2. The parties hereby agree and acknowledge that the Scope of Services as provided by Contractor result in permanent improvements to the Subject Property as set forth herein. Thus, in the event of non-payment or default, the parties agree and acknowledge that Contractor may file a mechanic's lien against the property.
3. Per the law of the State of California, Client is advised that anyone who helps improve real property but who is not paid may record a mechanic's lien on that real property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against the real property and recorded with the county recorder.
4. Per the law of the State of California, Client hereby agrees, represents, and warrants that Client shall provide the following Notice to the property owner of the Subject Property: NOTICE TO PROPERTY OWNER. EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, if the person or firm that has given you this notice is not paid in full for labor, service, equipment, or material provided or to be provided to your construction project, a lien may be placed on your property. Foreclosure of the lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor, or (2) any other method that is appropriate under the circumstances. This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the construction project. If you record a notice of cessation or completion of your construction project, you must within 10 days after recording, send a copy of the notice of completion to your contractor and the person or firm that has given you this notice. The notice must be sent by registered or certified mail. Failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.



Fair Oaks Place HOA

5. The Contractors' State License Board (hereinafter "CSLB") is the state consumer protection agency that licenses and regulates construction contractors. For more information about the CSLB, visit www.cslb.ca.gov or write to CSLB at P.O. Box 2600, Sacramento, California 95826.

F. GENERAL INDEMNIFICATION

1. Client hereby agrees to indemnify and hold harmless Contractor against loss or threatened loss or expense by reason of the liability or potential liability of Contractor for or arising out of any claims for damages, including payment and compensation for reasonably-incurred attorney's fees and other related professional fees.
2. Contractor shall not be held liable for damage caused by irrigation malfunctions that Contractor was not aware of and/or did not cause.
3. Contractor shall not be held liable for structural or landscape damage associated with written directives from an authorized agent from Client when such directives are contrary to Contractor's professional recommendation.

G. CONTRACT TERMS

1. **No Waiver or Cumulative Remedies.** No failure or delay on the part of any undersigned party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
2. **Inurement.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
3. **Merger and Integration.** This Agreement and the schedules attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by the undersigned parties.
4. **Force Majeure.** In the event of unforeseen disasters, events, or conditions that the parties were not able to contemplate at the execution of this Agreement, such as sabotage, riots, terrorism, political or governmental complications, market conditions, or natural occurrences such as hurricanes, floods, earthquakes, etc. or other Acts of God, either party may cite force majeure as a cause to terminate the Agreement effective immediately.



Fair Oaks Place HOA

5. **Severability.** If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
6. **Descriptive Headings.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of terms contained herein. Unless the context of this Agreement otherwise requires, references to "hereof," "herein," "hereby," "hereunder" and similar terms shall refer to this entire Agreement.
7. **Authority and Authorization.** The undersigned parties hereby represent and warrant that he or she has been duly authorized by its corporate entity or principal to enter into this Agreement and to bind that corporate entity or principal to the terms hereof.

IN WITNESS WHEREOF, the undersigned parties cause this Agreement to be duly signed and executed this _____ day of the month of _____ and year _____ in the City of _____, State of _____.

CONTRACTOR:	
X	

CLIENT:	
X	

Company:	Del Conte's Landscaping, Inc.
Signor's Name:	Tom Del Conte
Position/Title:	President
Date Signed:	
Location:	41900 Boscell Common Fremont, CA 94538

Company:	
Signor's Name:	
Position/Title:	
Date Signed:	
Location:	



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Elearning Experts for Moodle Services for the 2019-2020 School Year

BACKGROUND

The adult education electrical training program provides a hybrid instructional approach alternating between online and in person learning.

CURRENT SITUATION

The Eden Area ROP has identified Elearning Experts as a qualified vendor for hosting the student online learning platform. This platform is vital to the operation of the Adult Programs. The online learning platform allows students the flexibility of taking a hybrid course for the Electrical Training program. This hybrid model allows the Eden Area ROP to offer more evening classes. Contracting for additional services is a more cost effective method of maintaining the online program.

CONSENT CALENDAR

ELEARNING EXPERTS

May 22, 2019

Robert Remley
Eden Area ROP
26316 Hesperian Blvd
Hayward, CA 94545
UNITED STATES OF AMERICA

Dear Mr. Remley,

Thank you for choosing Elearning Experts, a certified Moodle services partner. We look forward to continuing to provide Moodle services for Eden Area ROP for the following year.

A proposal for renewal of services from ElearningExperts to Eden Area ROP is provided below for your reference.

Our Understanding of Your Needs

Eden Area ROP has contracted with ElearningExperts to provide managed Moodle support and service for the site at <http://class.edenrop.org>.

Recommendations

Moodle LMS – is an open source learning management system to host your content.

Proposal

Product / Service	Quantity	Price	Total Price
Moodle LMS Hosting and Server Support (Non-profit/School, annual) 5/18/2019 through 5/18/2020 <ul style="list-style-type: none">- Up to 500 active users at 10% concurrency or 50 logged in users.- 50GB storage- 10 Moodle Support hours per year from Elearning Experts Help Desk (add'l hours at +\$100.00)- 365/24/7 server support- Latest terms and conditions applies. See https://www.elearningexperts.net/legal-terms-privacy for details.- Moodle 3.2 site at https://class.edenrop.org- SSL certificate cost included for class.edenrop.org	1 site	\$2,100.00/yr	\$2,100.00

Total

\$2,100.00 USD

ELEARNING EXPERTS

Conclusion

We see our job – our purpose – as helping you understand how a learning management system fits into the bigger picture for your organization. We ensure that it runs consistently and reliably so your learners have confidence in your online learning initiatives.

Renewal costs for 2019 are approximately \$2,100.00 for Moodle hosting.

We're independently owned and are not in this business to grow a company for the purpose of future acquisition. We come to work every day because we can help people solve learning problems affordably. And that is extremely satisfying.

We hope that in this proposal we have demonstrated our resolve and expertise to provide expert Moodle hosting and support to users that we have become to be known for worldwide in the Moodle community. We trust that you find this proposal to be suitable to your budget and needs and look forward to serving you in the future.

Terms

Net 30.

This proposal is accepted and agreed upon by both parties with regard to the following service agreements linked here for your convenience and detailed in the following Addenda.


[Elearning Experts Universal Terms of Service Agreement for Moodle Clients, January 2019](#)
[Elearning Experts Service Agreement, January 2019](#)

For Eden Area ROP

Printed Name

Date

For Elearning Experts LLC



Katherine Robeson
Printed Name

May 22, 2019
Date

ELEARNING EXPERTS

Addendum A: Universal Terms of Service Agreement Moodle Clients

The relationship between ELEARNING EXPERTS LLC and its clients is governed by this Universal Terms of Service Agreement.

ELEARNING EXPERTS LLC
BOX 1055
Yorktown, Virginia 23692
email: accounts@elearningexperts.net
phone: 888.928.3848

January, 2019

1. Your relationship with ELEARNING EXPERTS LLC

1.1 Your use of ELEARNING EXPERTS' products, software, services and Web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by ELEARNING EXPERTS LLC under a separate written agreement) is subject to the terms of a legal agreement between you and ELEARNING EXPERTS LLC, whose principal place of business is at 8918 Geo Wash Mem Hwy, Yorktown VA 23690. This document explains how the agreement is made up and sets out some of the terms of that agreement.

1.2 Your agreement with ELEARNING EXPERTS LLC will also include Additional Terms applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms." Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.3 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and ELEARNING EXPERTS LLC in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.4 If there is any contradiction between what the Additional Terms say and what the

ELEARNING EXPERTS

Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

1.5 ELEARNING EXPERTS' mission and commitment is to provide consulting, software hosting, training and instructional design services to clients using a variety of software solutions, including the open-source learning management systems Moodle, Canvas, and Totara. To that end, ELEARNING EXPERTS LLC provides expertise and energy to train your administrators and course creators, install your LMS to your specifications, host your LMS at an enterprise-level, and convert your course materials so that they work in your LMS or course authorware tools.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by: (a) purchasing any Service, or (b) actually using the Services. In this case, you understand and agree that ELEARNING EXPERTS LLC will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with ELEARNING EXPERTS LLC, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

3. Provision of the Services by ELEARNING EXPERTS LLC

3.1 ELEARNING EXPERTS LLC has offices, contractors, and affiliated legal entities throughout the United States. Sometimes, these affiliates will be providing the Services to you on behalf of ELEARNING EXPERTS LLC itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

3.2 ELEARNING EXPERTS LLC is constantly innovating in order to provide the best

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possible experience for its users. Software often undergoes rapid evolution in order to keep up with current and emerging technologies and to protect the end users from emerging vulnerabilities. The software package(s) that is (are) installed for you on the first day of your service will be updated and modified as is necessary and appropriate throughout your annual subscription. Changes in the software package(s) may also necessitate changes in the hardware that Elearning Experts uses to deliver Services. Thus, you acknowledge and agree that the form and nature of the Services that ELEARNING EXPERTS LLC provides may change from time to time without prior notice to you.

3.3 As part of this continuing innovation, you acknowledge and agree that ELEARNING EXPERTS LLC may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at ELEARNING EXPERTS LLC's sole discretion, with a 30 day written notice to you. You may stop using the Services with a 60 day written notice to ELEARNING EXPERTS LLC. Should Elearning Experts stop providing Services to you or to users generally, you will receive a pro-rata refund for any and all remaining balances based on contractual terms. Other termination rights are outlined in Section 12.2.

3.4 You acknowledge and agree that if ELEARNING EXPERTS LLC disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content that is contained in your account. In the event ELEARNING EXPERTS LLC disables your account for more than five business days, you will receive a pro-rata refund for any and all remaining balances based on contractual terms.

3.5 You acknowledge and agree that ELEARNING EXPERTS LLC has set a fixed upper limit on the number of transmissions you may send or receive through the Services (10 Mbit/s [megabits per second]) and a set a limit on the amount of storage space used for the provision of any Service and you agree to those limits.

3.6 ELEARNING EXPERTS LLC's service contracts are for a duration of 12 months and renew annually unless expressly defined otherwise.

ELEARNING EXPERTS

4. Use of the Services by You

4.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to ELEARNING EXPERTS LLC will always be accurate, correct and up to date. Please see our most recent Privacy Policy for details (<https://www.elearningexperts.net/legal-terms-privacy>).

4.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by ELEARNING EXPERTS LLC, unless you have been specifically allowed to do so in a separate agreement with ELEARNING EXPERTS LLC. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

4.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). Routine use of your software license or subscription is not in and of itself a disruption.

4.5 Unless you have been specifically permitted to do so in a separate agreement with ELEARNING EXPERTS LLC, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

4.6 You agree that you are solely responsible for (and that ELEARNING EXPERTS LLC has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which ELEARNING EXPERTS LLC may suffer) of any such breach.

ELEARNING EXPERTS

5. Your passwords and account security

5.1 You agree and understand that you are responsible for creating secure passwords and maintaining the confidentiality of passwords associated with any account you use to access the Services.

5.2 Accordingly, you agree that you will be solely responsible to ELEARNING EXPERTS LLC for all activities that occur under your account.

5.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify ELEARNING EXPERTS LLC immediately at support@elearningexperts.net or via our helpdesk portal at <https://deskportal.zoho.com/portal/elearningexperts/home>.

6. Privacy and your personal information

6.1 For information about ELEARNING EXPERTS LLC's data protection practices, please read ELEARNING EXPERTS LLC's Privacy Policy at <https://www.elearningexperts.net/legal-terms-privacy>. This policy explains how ELEARNING EXPERTS LLC treats your personal information, and protects your privacy, when you use the Services.

6.2 You agree to the use of your data in accordance with ELEARNING EXPERTS LLC's Privacy Policies.

7. Content in the Services

7.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

7.2 You should be aware that Content presented to you as part of the Services, may be protected by intellectual property rights which are owned by the authors or publishers who provide that Content to ELEARNING EXPERTS LLC (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell,

ELEARNING EXPERTS

distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by ELEARNING EXPERTS LLC or by the owners of that Content, in a separate agreement.

7.3 ELEARNING EXPERTS LLC reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. ELEARNING EXPERTS LLC may provide tools to filter out explicit sexual content or remove them manually. This hosting service is not designed for adult content and will be cause for termination of the service.

7.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

7.5 You agree that you are solely responsible for (and that ELEARNING EXPERTS LLC has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which ELEARNING EXPERTS LLC may suffer) by doing so.

8. Proprietary rights

8.1 Unless you have agreed otherwise in writing with ELEARNING EXPERTS LLC, nothing in the Terms gives you a right to use any of ELEARNING EXPERTS LLC's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

8.2 Other than the limited license set forth in Section 11, ELEARNING EXPERTS LLC acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with ELEARNING EXPERTS LLC, you agree that you are responsible for protecting and enforcing those rights and that ELEARNING EXPERTS LLC has no obligation to do so on your behalf.

ELEARNING EXPERTS

8.3 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services unless you have expressed written permission from ELEARNING EXPERTS LLC.

8.4 Unless you have been expressly authorized to do so in writing by ELEARNING EXPERTS LLC, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any ELEARNING EXPERTS LLC or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

9. License from ELEARNING EXPERTS LLC

9.1 ELEARNING EXPERTS LLC gives you non-assignable and non-exclusive license to use the software provided to you by ELEARNING EXPERTS LLC as part of the Services as provided to you by ELEARNING EXPERTS LLC (referred to as the “Software” below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by ELEARNING EXPERTS LLC, in the manner permitted by the Terms.

9.2 Unless ELEARNING EXPERTS LLC has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

10. Content license from you

10.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services.

10.2 You understand that ELEARNING EXPERTS LLC, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit ELEARNING EXPERTS LLC to take these actions.

ELEARNING EXPERTS

10.3 You confirm and warrant to ELEARNING EXPERTS LLC that you have all the rights, power and authority necessary to grant the above license.

11. Software updates

11.1 The software which you use may automatically be updated from time to time by ELEARNING EXPERTS LLC. These updates are designed to improve, enhance and further develop the Services and may take the form of security updates, bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates according to our Service Agreement (and permit ELEARNING EXPERTS LLC to deliver these to you) as part of your use of the services.

12. Ending your relationship with ELEARNING EXPERTS LLC

12.1 The Services identify Term Lengths, which apply until terminated by either you, or ELEARNING EXPERTS LLC as set out below.

12.2 If you want to terminate your legal agreement with ELEARNING EXPERTS LLC, you may do so by (a) notifying ELEARNING EXPERTS LLC with a 60 day written notice and (b) closing your accounts for all of the Services which you use, where ELEARNING EXPERTS LLC has made this option available to you. Your notice should be sent, in writing, to ELEARNING EXPERTS LLC's address, which is set out at the beginning of these Terms. Early termination of Services invokes a 30% cancellation fee to ELEARNING EXPERTS LLC upon the remaining Term fees. Any balance after fees will be returned to you. Should ELEARNING EXPERTS terminate this agreement for convenience rather than cause (see 12.3), you may receive a pro-rata refund for any and all remaining balances based on contractual terms.

12.3 ELEARNING EXPERTS LLC may at any time, terminate its legal agreement with you if:

- you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- ELEARNING EXPERTS LLC is required to do so by law (for example, where the

ELEARNING EXPERTS

provision of the Services to you is, or becomes, unlawful); or

- any partner or third party vendor with whom ELEARNING EXPERTS LLC offered

the Services to you has terminated its relationship with ELEARNING EXPERTS LLC or ceased to offer the Services to you; or

- ELEARNING EXPERTS LLC is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or - the provision of the Services to you by ELEARNING EXPERTS LLC is, in ELEARNING EXPERTS LLC's opinion, no longer commercially viable. Except in the case of a termination because of your breach, following any early termination by ELEARNING EXPERTS LLC, a pro-rata refund will be provided to you effective from the date that the specified Services are no longer available to you.

12.4 Nothing in this Section shall affect ELEARNING EXPERTS LLC's rights regarding provision of Services under Section 3 of the Terms.

12.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and ELEARNING EXPERTS LLC have benefited from, been subject to (or which have accrued over time while the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

13. Exclusion of warranties

13.1 Nothing in these terms, including sections 14 and 15, shall exclude or limit ELEARNING EXPERTS LLC's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.

13.2 You expressly understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available." Any service level assurance will be as set forth in a separate service agreement between you and

ELEARNING EXPERTS

ELEARNING EXPERTS LLC.

13.3 In particular, ELEARNING EXPERTS LLC, its offices, and contractors do not

represent or warrant to you that:

- your use of the services will meet your requirements,
- your use of the services will be uninterrupted, timely, secure or free from error,
- any information obtained by you as a result of your use of the services will be accurate or reliable, and
- that defects in the operation or functionality of any software provided to you as part of the services will be corrected.

13.4 Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

13.5 No advice or information, whether oral or written, obtained by you from ELEARNING EXPERTS LLC or through or from the services shall create any warranty not expressly stated in the terms.

13.6 ELEARNING EXPERTS LLC further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

14. Limitation of liability

14.1 Subject to overall provision in paragraph 13.1 above, you expressly understand and agree that ELEARNING EXPERTS LLC, its subsidiaries and affiliates, and its licensors shall not be liable to you for: any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or

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services, or other intangible loss; any loss or damage which may be incurred by you, including but not limited to loss or damages a result of:

- any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services;
- any changes which ELEARNING EXPERTS LLC may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);
- the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services;
- your failure to provide ELEARNING EXPERTS LLC with accurate account information;
- your failure to keep your password or account details secure and confidential.

14.2 The limitations on ELEARNING EXPERTS LLC's liability to you in paragraph 14.1 above shall apply whether or not ELEARNING EXPERTS LLC has been advised of or should have been aware of the possibility of any such losses arising.

15. Copyright and trade mark policies

15.1 It is ELEARNING EXPERTS LLC's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers.

16. Other content

16.1 The Services may include hyperlinks to other web sites or content or resources. ELEARNING EXPERTS LLC may have no control over any web sites or resources that are provided by companies or persons other than ELEARNING EXPERTS LLC.

16.2 You acknowledge and agree that ELEARNING EXPERTS LLC is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

16.3 You acknowledge and agree that ELEARNING EXPERTS LLC is not liable for

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Addendum A: Universal Terms of Service Agreement

Moodle Clients

The relationship between ELEARNING EXPERTS LLC and its clients is governed by this Universal Terms of Service Agreement.

ELEARNING EXPERTS LLC

BOX 1055

Yorktown, Virginia 23692

email: accounts@elearningexperts.net

phone: 888.928.3848

January, 2019

1. Your relationship with ELEARNING EXPERTS LLC

1.1 Your use of ELEARNING EXPERTS' products, software, services and Web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by ELEARNING EXPERTS LLC under a separate written agreement) is subject to the terms of a legal agreement between you and ELEARNING EXPERTS LLC, whose principal place of business is at 8918 Geo Wash Mem Hwy, Yorktown VA 23690. This document explains how the agreement is made up and sets out some of the terms of that agreement.

1.2 Your agreement with ELEARNING EXPERTS LLC will also include Additional Terms applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms." Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.3 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and ELEARNING EXPERTS LLC in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.4 If there is any contradiction between what the Additional Terms say and what the

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Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

1.5 ELEARNING EXPERTS' mission and commitment is to provide consulting, software hosting, training and instructional design services to clients using a variety of software solutions, including the open-source learning management systems Moodle, Canvas, and Totara. To that end, ELEARNING EXPERTS LLC provides expertise and energy to train your administrators and course creators, install your LMS to your specifications, host your LMS at an enterprise-level, and convert your course materials so that they work in your LMS or course authorware tools.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by: (a) purchasing any Service, or (b) actually using the Services. In this case, you understand and agree that ELEARNING EXPERTS LLC will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with ELEARNING EXPERTS LLC, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

3. Provision of the Services by ELEARNING EXPERTS LLC

3.1 ELEARNING EXPERTS LLC has offices, contractors, and affiliated legal entities throughout the United States. Sometimes, these affiliates will be providing the Services to you on behalf of ELEARNING EXPERTS LLC itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

3.2 ELEARNING EXPERTS LLC is constantly innovating in order to provide the best

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possible experience for its users. Software often undergoes rapid evolution in order to keep up with current and emerging technologies and to protect the end users from emerging vulnerabilities. The software package(s) that is (are) installed for you on the first day of your service will be updated and modified as is necessary and appropriate throughout your annual subscription. Changes in the software package(s) may also necessitate changes in the hardware that Elearning Experts uses to deliver Services. Thus, you acknowledge and agree that the form and nature of the Services that ELEARNING EXPERTS LLC provides may change from time to time without prior notice to you.

3.3 As part of this continuing innovation, you acknowledge and agree that ELEARNING EXPERTS LLC may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at ELEARNING EXPERTS LLC's sole discretion, with a 30 day written notice to you. You may stop using the Services with a 60 day written notice to ELEARNING EXPERTS LLC. Should Elearning Experts stop providing Services to you or to users generally, you will receive a pro-rata refund for any and all remaining balances based on contractual terms. Other termination rights are outlined in Section 12.2.

3.4 You acknowledge and agree that if ELEARNING EXPERTS LLC disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content that is contained in your account. In the event ELEARNING EXPERTS LLC disables your account for more than five business days, you will receive a pro-rata refund for any and all remaining balances based on contractual terms.

3.5 You acknowledge and agree that ELEARNING EXPERTS LLC has set a fixed upper limit on the number of transmissions you may send or receive through the Services (10 Mbit/s [megabits per second]) and a set a limit on the amount of storage space used for the provision of any Service and you agree to those limits.

3.6 ELEARNING EXPERTS LLC's service contracts are for a duration of 12 months and renew annually unless expressly defined otherwise.

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4. Use of the Services by You

4.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to ELEARNING EXPERTS LLC will always be accurate, correct and up to date. Please see our most recent Privacy Policy for details (<https://www.elearningexperts.net/legal-terms-privacy>).

4.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by ELEARNING EXPERTS LLC, unless you have been specifically allowed to do so in a separate agreement with ELEARNING EXPERTS LLC. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

4.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). Routine use of your software license or subscription is not in and of itself a disruption.

4.5 Unless you have been specifically permitted to do so in a separate agreement with ELEARNING EXPERTS LLC, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

4.6 You agree that you are solely responsible for (and that ELEARNING EXPERTS LLC has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which ELEARNING EXPERTS LLC may suffer) of any such breach.

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5. Your passwords and account security

5.1 You agree and understand that you are responsible for creating secure passwords and maintaining the confidentiality of passwords associated with any account you use to access the Services.

5.2 Accordingly, you agree that you will be solely responsible to ELEARNING EXPERTS LLC for all activities that occur under your account.

5.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify ELEARNING EXPERTS LLC immediately at support@elearningexperts.net or via our helpdesk portal at <https://deskportal.zoho.com/portal/elearningexperts/home>.

6. Privacy and your personal information

6.1 For information about ELEARNING EXPERTS LLC's data protection practices, please read ELEARNING EXPERTS LLC's Privacy Policy at <https://www.elearningexperts.net/legal-terms-privacy>. This policy explains how ELEARNING EXPERTS LLC treats your personal information, and protects your privacy, when you use the Services.

6.2 You agree to the use of your data in accordance with ELEARNING EXPERTS LLC's Privacy Policies.

7. Content in the Services

7.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

7.2 You should be aware that Content presented to you as part of the Services, may be protected by intellectual property rights which are owned by the authors or publishers who provide that Content to ELEARNING EXPERTS LLC (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell,

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distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by ELEARNING EXPERTS LLC or by the owners of that Content, in a separate agreement.

7.3 ELEARNING EXPERTS LLC reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. ELEARNING EXPERTS LLC may provide tools to filter out explicit sexual content or remove them manually. This hosting service is not designed for adult content and will be cause for termination of the service.

7.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

7.5 You agree that you are solely responsible for (and that ELEARNING EXPERTS LLC has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which ELEARNING EXPERTS LLC may suffer) by doing so.

8. Proprietary rights

8.1 Unless you have agreed otherwise in writing with ELEARNING EXPERTS LLC, nothing in the Terms gives you a right to use any of ELEARNING EXPERTS LLC's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

8.2 Other than the limited license set forth in Section 11, ELEARNING EXPERTS LLC acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with ELEARNING EXPERTS LLC, you agree that you are responsible for protecting and enforcing those rights and that ELEARNING EXPERTS LLC has no obligation to do so on your behalf.

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8.3 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services unless you have expressed written permission from ELEARNING EXPERTS LLC.

8.4 Unless you have been expressly authorized to do so in writing by ELEARNING EXPERTS LLC, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any ELEARNING EXPERTS LLC or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

9. License from ELEARNING EXPERTS LLC

9.1 ELEARNING EXPERTS LLC gives you non-assignable and non-exclusive license to use the software provided to you by ELEARNING EXPERTS LLC as part of the Services as provided to you by ELEARNING EXPERTS LLC (referred to as the “Software” below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by ELEARNING EXPERTS LLC, in the manner permitted by the Terms.

9.2 Unless ELEARNING EXPERTS LLC has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

10. Content license from you

10.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services.

10.2 You understand that ELEARNING EXPERTS LLC, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit ELEARNING EXPERTS LLC to take these actions.

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10.3 You confirm and warrant to ELEARNING EXPERTS LLC that you have all the rights, power and authority necessary to grant the above license.

11. Software updates

11.1 The software which you use may automatically be updated from time to time by ELEARNING EXPERTS LLC. These updates are designed to improve, enhance and further develop the Services and may take the form of security updates, bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates according to our Service Agreement (and permit ELEARNING EXPERTS LLC to deliver these to you) as part of your use of the services.

12. Ending your relationship with ELEARNING EXPERTS LLC

12.1 The Services identify Term Lengths, which apply until terminated by either you, or ELEARNING EXPERTS LLC as set out below.

12.2 If you want to terminate your legal agreement with ELEARNING EXPERTS LLC, you may do so by (a) notifying ELEARNING EXPERTS LLC with a 60 day written notice and (b) closing your accounts for all of the Services which you use, where ELEARNING EXPERTS LLC has made this option available to you. Your notice should be sent, in writing, to ELEARNING EXPERTS LLC's address, which is set out at the beginning of these Terms. Early termination of Services invokes a 30% cancellation fee to ELEARNING EXPERTS LLC upon the remaining Term fees. Any balance after fees will be returned to you. Should ELEARNING EXPERTS terminate this agreement for convenience rather than cause (see 12.3), you may receive a pro-rata refund for any and all remaining balances based on contractual terms.

12.3 ELEARNING EXPERTS LLC may at any time, terminate its legal agreement with you if:

- you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- ELEARNING EXPERTS LLC is required to do so by law (for example, where the

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provision of the Services to you is, or becomes, unlawful); or

- any partner or third party vendor with whom ELEARNING EXPERTS LLC offered

the Services to you has terminated its relationship with ELEARNING EXPERTS LLC or ceased to offer the Services to you; or

- ELEARNING EXPERTS LLC is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or - the provision of the Services to you by ELEARNING EXPERTS LLC is, in ELEARNING EXPERTS LLC's opinion, no longer commercially viable. Except in the case of a termination because of your breach, following any early termination by ELEARNING EXPERTS LLC, a pro-rata refund will be provided to you effective from the date that the specified Services are no longer available to you.

12.4 Nothing in this Section shall affect ELEARNING EXPERTS LLC's rights regarding provision of Services under Section 3 of the Terms.

12.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and ELEARNING EXPERTS LLC have benefited from, been subject to (or which have accrued over time while the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

13. Exclusion of warranties

13.1 Nothing in these terms, including sections 14 and 15, shall exclude or limit ELEARNING EXPERTS LLC's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.

13.2 You expressly understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available." Any service level assurance will be as set forth in a separate service agreement between you and

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ELEARNING EXPERTS LLC.

13.3 In particular, ELEARNING EXPERTS LLC, its offices, and contractors do not

represent or warrant to you that:

- your use of the services will meet your requirements,
- your use of the services will be uninterrupted, timely, secure or free from error,
- any information obtained by you as a result of your use of the services will be accurate or reliable, and
- that defects in the operation or functionality of any software provided to you as part of the services will be corrected.

13.4 Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

13.5 No advice or information, whether oral or written, obtained by you from ELEARNING EXPERTS LLC or through or from the services shall create any warranty not expressly stated in the terms.

13.6 ELEARNING EXPERTS LLC further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

14. Limitation of liability

14.1 Subject to overall provision in paragraph 13.1 above, you expressly understand and agree that ELEARNING EXPERTS LLC, its subsidiaries and affiliates, and its licensors shall not be liable to you for: any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or

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services, or other intangible loss; any loss or damage which may be incurred by you, including but not limited to loss or damages a result of:

- any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services;
- any changes which ELEARNING EXPERTS LLC may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);
- the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services;
- your failure to provide ELEARNING EXPERTS LLC with accurate account information;
- your failure to keep your password or account details secure and confidential.

14.2 The limitations on ELEARNING EXPERTS LLC's liability to you in paragraph 14.1 above shall apply whether or not ELEARNING EXPERTS LLC has been advised of or should have been aware of the possibility of any such losses arising.

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15.1 It is ELEARNING EXPERTS LLC's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers.

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16.1 The Services may include hyperlinks to other web sites or content or resources. ELEARNING EXPERTS LLC may have no control over any web sites or resources that are provided by companies or persons other than ELEARNING EXPERTS LLC.

16.2 You acknowledge and agree that ELEARNING EXPERTS LLC is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

16.3 You acknowledge and agree that ELEARNING EXPERTS LLC is not liable for



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Bernie Phelan, Director of Educational Services
SUBJECT: Request the Governing Board to approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2019-2020 School Year

BACKGROUND

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

CURRENT SITUATION

For the 2019-2020 school year the contract between American Stage Tours and the Eden Area ROP is outlined below:

School	Tour Date	Amount
Arroyo High School	10/25/19	4,590.00
San Leandro High School	11/01/19	7,992.50
Mt. Eden High School	11/08/19	5,817.50
Castro Valley High School	12/04/19	2,415.00
Tennyson High School	12/06/19	3,622.50
Hayward High School	12/13/19	5,817.50
Total		\$30,255.00

CONSENT CALENDAR



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

Toll Free

Website: www.americanstagetours.com

Email: info@americanstagetours.com

Charter Confirmation

Confirmed: **05/02/19**

Charter No. : **27141**

Alicia Bell

Eden Area ROP

26316 Hesperian Blvd.

Hayward, CA 94545

Phone: **510-293-2950**

Order Date **04/23/19**

SalesRep: **Danielle Lesley**

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

Group Name: **Eden Area ROP**

Group Leader:

Destination: **Hayward, CA**

Leave Date: **Friday, October 25, 2019**

Spot Time: **8:00 am**

Leave Time: **8:30 am**

Pickup **Arroyo High School**

Location: **15701 Lorenzo Ave.
San Lorenzo, CA 94580**

Coaches: **4**

Equipment: **56 passengers**

Requested Driver:

Return Date: **Friday, October 25, 2019**

Retn\Drop Time: **3:30 pm**


Destination **Eden Area ROP**
Details: **26316 Hesperian Blvd.
Hayward, CA 94545**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<u>Transport Charge:</u>	<u>\$4,590.00</u>
05/16/19	Signed Contract			Amount Paid	\$0.00
10/11/19	Final Payment			Balance Due	\$4,590.00

Please reward your driver for outstanding service!

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

Please call if you have any questions.


Charter Party Authorized Signature


Date

Danielle Lesley
Tour Coordinator



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

Toll Free

Website: www.americanstagetours.com

Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

**Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545**

Thursday, May 02, 2019

Charter No. : **27141**

Phone: **510-293-2950**

Fax:

Order Date **04/23/19**

SalesRep: **Danielle Lesley**

The attached Charter 27141 in the amount of \$4,590.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

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

DEPOSITS:

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

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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

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

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

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

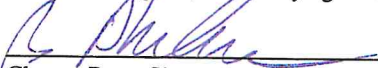
OVERNIGHT CHARTER TRIPS:

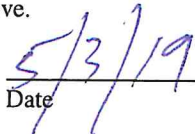
On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

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

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


Charter Party Signature


Date



1488 Soccer Court
Concord, CA 94518-3850
 Phone: 925-687-7705
 Fax: 925-685-5421
 Toll Free
 Website: www.americanstagetours.com
 Email: info@americanstagetours.com

Charter Confirmation

Confirmed: **05/02/19**
 Charter No. : **27142**

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Phone: **510-293-2950**
 Order Date **04/23/19**
 SalesRep: **Danielle Lesley**

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

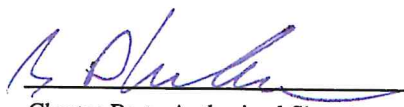
Group Name: **Eden Area ROP**
 Group Leader:
 Destination: **Hayward, CA**
 Leave Date: **Friday, November 01, 2019**
 Spot Time: **8:00 am**
 Leave Time: **8:30 am**
 Pickup Location: **San Leandro High School**
2200 Bancroft Ave.
San Leandro

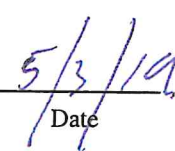
Coaches: **7**
 Equipment: **1/26, 2/48 & 4/56 passenger**
 Requested Driver:
 Return Date: **Friday, November 01, 2019**
 Retn\Drop Time: **3:30 pm**
 Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$7,992.50
05/16/19	Signed Contract			Amount Paid	\$0.00
10/18/19	Final Payment			Balance Due	\$7,992.50

Please reward your driver for outstanding service!

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


 Charter Party Authorized Signature


 Date

Danielle Lesley
 Tour Coordinator



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

Toll Free

Website: www.americanstagetours.com

Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Thursday, May 02, 2019

Charter No. : **27142**

Phone: **510-293-2950**

Fax:

Order Date **04/23/19**

SalesRep: **Danielle Lesley**

The attached Charter 27142 in the amount of \$7,992.50 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

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

DEPOSITS:

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

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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

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

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

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.

3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.


OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

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


Charter Party Signature


Date



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

Toll Free

Website: www.americanstagetours.com

Email: info@americanstagetours.com

Charter Confirmation

Confirmed: **05/02/19**

Charter No. : **27143**

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Phone: **510-293-2950**

Order Date **04/23/19**

SalesRep: **Danielle Lesley**

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

Group Name: **Eden Area ROP**

Coaches: **5**

Group Leader:

Equipment: **1/26 & 4/56 passengers**

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Friday, November 08, 2019**

Return Date: **Friday, November 08, 2019**

Spot Time: **8:00 am**

Leave Time: **8:30 am**

Retn\Drop Time: **3:30 pm**

Pickup **Mt. Eden High School**

Destination **Eden Area ROP**
Details: **26316 Hesperian Blvd.**
Hayward, CA 94545

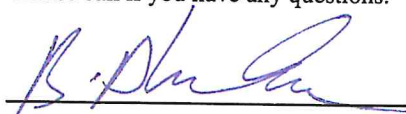
Location: **2300 Panama St**
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<u>Transport Charge:</u>	<u>\$5,817.50</u>
05/16/19	Signed Contract			<u>Amount Paid</u>	<u>\$0.00</u>
10/25/19	Final Payment			<u>Balance Due</u>	<u>\$5,817.50</u>

Please reward your driver for outstanding service!

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

Please call if you have any questions.


Charter Party Authorized Signature


Date

Danielle Lesley
Tour Coordinator



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

Toll Free

Website: www.americanstagetours.com

Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Thursday, May 02, 2019

Charter No. : **27143**

Phone: **510-293-2950**

Fax:

Order Date **04/23/19**

SalesRep: **Danielle Lesley**

The attached Charter 27143 in the amount of \$5,817.50 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

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

DEPOSITS:

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

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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

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

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

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

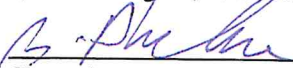
OVERNIGHT CHARTER TRIPS:

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

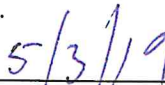
DISCLAIMER:

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

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



Charter Party Signature



Date



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

Toll Free

Website: www.americanstagetours.com

Email: info@americanstagetours.com

Charter Confirmation

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Confirmed: **05/02/19**

Charter No. : **27144**

Phone: **510-293-2950**

Order Date **04/23/19**

SalesRep: **Danielle Lesley**

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

Group Name: **Eden Area ROP**

Group Leader:

Coaches: **2**

Equipment: **56 passengers**

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Wednesday, December 04, 2019**

Return Date: **Wednesday, December 04, 2019**

Spot Time: **8:00 am**

Leave Time: **8:20 am**

Retn\Drop Time: **3:30 pm**

Pickup Location: **Castro Valley High School**
(Pick up in Loop off Mabel)
19400 Santa Maria Avenue
Castro Valley, CA 94546


Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

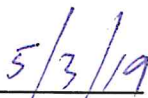
<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$2,415.00
05/16/19	Signed Contract			Amount Paid	\$0.00
11/20/19	Final Payment			Balance Due	\$2,415.00

Please reward your driver for outstanding service!

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

Please call if you have any questions.


Charter Party Authorized Signature


Date

Danielle Lesley
Tour Coordinator



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

Toll Free

Website: www.americanstagetours.com

Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Thursday, May 02, 2019

Charter No. : **27144**

Phone: **510-293-2950**

Fax:

Order Date **04/23/19**

SalesRep: **Danielle Lesley**

The attached Charter 27144 in the amount of \$2,415.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

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

DEPOSITS:

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

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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

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

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

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

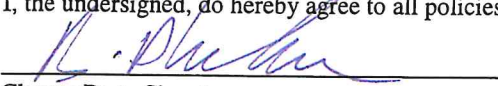
OVERNIGHT CHARTER TRIPS:

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DISCLAIMER:

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


Charter Party Signature


Date



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

Toll Free

Website: www.americanstagetours.com

Email: info@americanstagetours.com

Charter Confirmation

Confirmed: **05/02/19**

Charter No. : **27045**

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Phone: **510-293-2950**

Order Date **03/25/19**

SalesRep: **Danielle Lesley**

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

Group Name: **Tennyson High School**

Coaches: **3**

Group Leader: **Alicia Bell**

Equipment: **56 passengers**

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Friday, December 06, 2019**

Return Date: **Friday, December 06, 2019**

Spot Time: **8:00 am**

Leave Time: **8:30 am**

Retn\Drop Time: **3:30 pm**

Pickup Location: **Tennyson High School**

Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

27035 Whitman St.
Hayward, CA 94544


Itinerary : **8:30AM Depart Group #1 for Eden 10:45AM Depart with Group #1 for Tennyson**
12:20PM Depart Group #2 for Eden 3:00PM Depart with Group #2 for Tennyson

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<u>Transport Charge:</u>	<u>\$3,622.50</u>
11/22/19	Signed Contract			<u>Amount Paid</u>	<u>\$0.00</u>
11/22/19	Final Payment			<u>Balance Due</u>	<u>\$3,622.50</u>

Please reward your driver for outstanding service!

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

Please call if you have any questions.

 5/5/19
Charter Party Authorized Signature Date

Danielle Lesley
Tour Coordinator



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

Toll Free

Website: www.americanstagetours.com

Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Thursday, May 02, 2019

Charter No. : **27045**

Phone: **510-293-2950**

Fax:

Order Date **03/25/19**

SalesRep: **Danielle Lesley**

The attached Charter 27045 in the amount of \$3,622.50 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

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

DEPOSITS:

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

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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

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

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

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

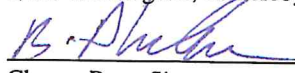
OVERNIGHT CHARTER TRIPS:

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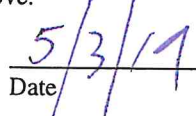
DISCLAIMER:

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



Charter Party Signature



Date



1488 Soccer Court
Concord, CA 94518-3850
 Phone: 925-687-7705
 Fax: 925-685-5421
 Toll Free
 Website: www.americanstagetours.com
 Email: info@americanstagetours.com

Charter Confirmation

Confirmed: **05/02/19**
 Charter No. : **27046**

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Phone: **510-293-2950**
 Order Date **03/25/19**
 SalesRep: **Danielle Lesley**

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

Group Name: **Hayward High School**
 Group Leader: **Alicia Bell**
 Destination: **Hayward, CA**
 Leave Date: **Friday, December 13, 2019**
 Spot Time: **8:00 am**
 Leave Time: **8:30 am**
 Pickup Location: **Hayward High School**
1633 East Ave
Hayward, CA 94540


Coaches: **5**
 Equipment: **1/26, 2/48 & 2/56 passenger**
 Requested Driver:
 Return Date: **Friday, December 13, 2019**
 Retn\Drop Time: **3:30 pm**
 Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

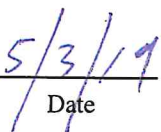
Itinerary : **: 8:30AM Depart Group #1 for Eden 10:45AM Depart with Group #1 for Hayward**
12:20PM Depart Group #2 for Eden 3:00PM Depart with Group #2 for Hayward

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	Transport Charge:	\$5,817.50
05/16/19	Signed Contract			Amount Paid	\$0.00
11/29/19	Final Payment			Balance Due	\$5,817.50

Please reward your driver for outstanding service!

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


 Charter Party Authorized Signature


 Date

Danielle Lesley
 Tour Coordinator



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstage tours.com
Email: info@americanstage tours.com

S.P.A.B Terms and Conditions

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Thursday, May 02, 2019

Charter No. : 27046
Phone: 510-293-2950
Fax:
Order Date 03/25/19
SalesRep: Danielle Lesley

The attached Charter 27046 in the amount of \$5,817.50 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

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

DEPOSITS:

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

CANCELLATIONS:

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

PROHIBITED SUBSTANCES:

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

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

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

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.

3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

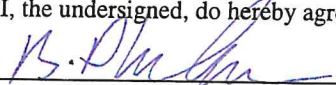
OVERNIGHT CHARTER TRIPS:

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

DISCLAIMER:

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

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


Charter Party Signature

5/3/19
Date



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Bernie Phelan, Director of Educational Services
SUBJECT: Request the Governing Board to approve the Contract with Professional Charter Services for Sophomore Tour Transportation for the 2019-2020 School Year

BACKGROUND

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

CURRENT SITUATION

This contract was established to supplement a date that could not be accommodated through our current vendor, American Stage Tours. For the 2019-2020 school year the contract between Professional Charter Services and the Eden Area ROP is outlined below:

School	Tour Date	Amount
San Lorenzo High School	10/23/19	\$5,540.00
	Total	\$5,540.00

CONSENT CALENDAR



696 Amador St, San Francisco, CA 94124
TCP 23905A CA 372297 USDOT 1810019 MC912445

Invoice: 679
Invoice Date: 05/06/2019
Terms: NET120
Due By: 9/3/2019

Bill To:

EDEN AREA ROP / ALICIA BELL
, CA
(510) 293-2950

PO/Reference #

Conf#	Date & Times	Passenger	Client #	Routing Information	Trip Total	Total Due
34223	10/23/2019 08:00 AM 03:30 PM	San Lorenzo High School, Alicia Bell		PU: : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580 , CA ST: : see notes DO: : : Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545 WT: : wait and hold till 3pm DO: : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580	1385.00	1385.00
34224	10/23/2019 08:00 AM 03:30 PM	San Lorenzo High School, Alicia Bell		PU: : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580 , CA ST: : see notes DO: : : Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545 WT: : wait and hold till 3pm DO: : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580	1385.00	1385.00
34225	10/23/2019 08:00 AM 03:30 PM	San Lorenzo High School, Alicia Bell		PU: : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580 , CA ST: : see notes DO: : : Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545 WT: : wait and hold till 3pm DO: : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580	1385.00	1385.00
34226	10/23/2019 08:00 AM 03:30 PM	San Lorenzo High School, Alicia Bell		PU: : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580 , CA ST: : see notes DO: : : Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545 WT: : wait and hold till 3pm DO: : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580	1385.00	1385.00

Total: 5540.00**Discount:** 0.00**Finance Charge:** 0.00**Payments:** 0.00



696 Amador St, San Francisco, CA 94124
TCP 23905A CA 372297 USDOT 1810019 MC912445

Confirmation

Reservation Confirmation #34223

Last Modified On: 05/23/2019 04:21 PM

Pick-up Date: 10/23/2019 - Wednesday
Pick-up Time: 08:00 AM
Estimated Drop-off Time: 03:30 PM
ServiceType: School
Passenger: Alicia Bell San Lorenzo High School
Phone Number:
No. of Pass: 55
Vehicle Type: Motor Coach
Primary/Billing Contact: Alicia Bell
Booking Contact: fadi
Payment Method: Direct Bill/Invoice

Trip Routing Information:
PU: -- : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580 CA
ST: -- : see notes
DO: -- : : Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545
WT: -- : wait and hold till 3pm
DO: -- : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580

Charges & Fees	Per Hour 7.5 x 128.00	\$960.00
	Per Unit 1 x 128.00	\$128.00
	Std Grat 10.00%	\$108.80
	Fuel Surch 10.00%	\$108.80
	Discount	(-) \$7.64
	STC 8.00%	\$87.04
	Reservation Total:	\$1,385.00
	Payments/Deposits:	\$0.00
	Authorizations:	\$0.00
	Total Due:	\$1,385.00

Terms & Conditions/Reservation Agreement:

BOOKING POLICY:
Orders can be placed over the phone (415)550-7550 or by email (info@professionalcharterservices.com). Customers will receive a trip form/confirmation as acknowledgement of their order. If you have not received a confirmation within 4 days of placing the order, please contact our office immediately to be sure we received your request.

PAYMENT POLICY:
Payment is required on all charters on the timing of Booking, full payment is required before initial start date and a credit card will be placed on file for any overages that occur during the service. The balance of the quoted price and a detailed itinerary will be due prior to the departure date.

CANCELLATION & REFUND POLICY:
The Chartering Party must notify PCS of cancellation via, phone or email. Cancellations are subject to a cancellation fee calculated as a percentage of the total cost of Transportation Services under the Rental Agreement based on the number of days prior to the Date of Service.

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that PCS receives notification thereof:

21 days before charter date: 50% refund minus administrative fee plus Merchant fee if applicable.

Less than 7 days before charter date: 100% cancellation fee.

PCS, reserves the right to expel any person from the vehicle and/or terminate this contract in the event of a violation of any of these conditions by any passenger. In the event of such early termination, no portion of the rental fees shall be refunded. Possession, sale or consumption of any type of narcotics or illegal drugs is strictly prohibited. Violations will result in immediate termination of contract and services and forfeiture of all paid deposits and fees for service. Smoking and/or consumption of alcoholic beverages are not permitted at any time in our vehicles. Passengers shall not obstruct with the Operator in the discharge of his/her duty or tamper with any apparatus or appliance of any vehicle. All passengers agree to behave in an orderly and well-behaved manner.

ADDITIONAL CHARGES:

When, at the request of the Chartering Party, any change in service resulting additional miles or hours to that specified on the charter service order produced, an additional charge shall be made for such additional service. Where alcohol is involved, an alcohol deposit MAY be required. Alcohol and other security deposits are subject to vary. Tolls, highway fees, parking fees, entrance fees etc. will be separate and additional elements in the determination of any additional charges. Professional Charter Services will notify the Chartering Part of any additional charges that may be expected to be incurred at the time of the original order. Any additional fees unforeseen prior to the departure of the charter are the responsibility of the Chartering Party.

BAGGAGE:

The Chartering Party assumes full responsibility for the suitability and integrity of any baggage, parcels or other property intend to be transported in the baggage compartment of the Equipment. PCS shall not be held liable for damages to baggage and parcels, or the contents carried therein. Baggage and all other personal property will be handled only at passenger's own risk. Passengers' baggage shall be carried subject to the available accommodations provided by interior and/or exterior racks.

LOST AND FOUND:

PCS is not responsible for any lost items left on the bus. The chartering party should check for any items left on the bus before exiting. If PCS finds an item at conclusion of trip, we bring it to the PCS Lost and Found and it will be kept for 3 days. Also, the customer is responsible to take the items from our office located in San Francisco.

OBJECTIONABLE PERSON:

PCS and its service providers reserve the right to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become, objectionable to other persons or if the driver feels threatened in any way.

CONDUCT OF PASSENGERS:

Passengers shall not obstruct with the Operator in the discharge of his/her duty or tamper with any apparatus or appliance on the bus.

ARRIVAL TIMES:

Unusual road, traffic and weather conditions are beyond the control and PCS and the Operator, and delays occasioned by same will not be the responsibility of PCS or the Operator. Late arrivals due to these and other occurrences out of the control of the Operator are not grounds for cancellation of the charter.

VANDALISM AND DAMAGE:

Vandalism and Damage to PCS proprietary equipment is subject to full reimbursement by the customer if the customer is found a fault.

CLEANING DEPOSIT:

A cleaning deposit of \$ 200.00 may be required on any charter service where food/beverage will be served on the vehicle. This deposit may be held on any major credit card and will not be billed unless the vehicle requires anything more than normal cleaning upon return. It is the chartering party's responsibility to notify PCS in advance that there will be food/beverage brought on board the coach and to find out what is acceptable/not acceptable. No glass containers or kegs are allowed on the coach at any time. No ice chests, trash cans or other objects may be placed in a seat that has been properly protected. The space taken up by the ice chest must be figured into the total passenger count. There is no smoking allowed on any PCS vehicle at any time.

UNUSUAL CLEANING:

In the event that the charter trip's activities require greater than normal amount of time and material necessary to clean the bus properly upon its return to garage, PCS at its option, may require additional cost to cover such additional time and materials, up to a maximum of \$ 500.00.

If there is **vomiting on the bus or general messy circumstances, a \$ 500.00 or more cleaning fee will be applied per incident.**

PROHIBITED ITEMS:

Decorations, glass containers, golf shoes or other shoes with spikes, fuel containers of any kind (PROPANE, WHITE GAS, KEROSENE ETC); generators, no tap beer is allowed on any bus.

EMERGENCY CONTACT INFORMATION:

PCS representative is available 24 hours/day for emergencies by calling (415) 672-0811 or 415-852-4800. Our office hours are from 8:30am to 5:00pm Monday through Friday.

FOR THE SERVICE REQUESTED AND LISTED ABOVE, I AUTHORIZE THE CHARGES IN MY CREDIT CARD:

**Company
Name:**_____

Name on Credit Card:_____

Card #: _____ **Expiration**
Date:_____/_____/_____**CVV:**_____

Billing
Address:_____ **City:**_____ **State:**_____ **Zip:**_____

Signature:

Card Type: Visa - Master Card - Amex . **AMOUNT:** \$ _____
Date:_____/_____/2019



696 Amador St, San Francisco, CA 94124
TCP 23905A CA 372297 USDOT 1810019 MC912445

Confirmation

Reservation Confirmation #34224

Last Modified On: 05/23/2019 04:22 PM

Pick-up Date: 10/23/2019 - Wednesday
Pick-up Time: 08:00 AM
Estimated Drop-off Time: 03:30 PM
ServiceType: School
Passenger: Alicia Bell San Lorenzo High School
Phone Number:
No. of Pass: 55
Vehicle Type: Motor Coach
Primary/Billing Contact: Alicia Bell
Booking Contact: fadi
Payment Method: Direct Bill/Invoice

Trip Routing Information:
PU: -- : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580 CA
ST: -- : see notes
DO: -- : : Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545
WT: -- : wait and hold till 3pm
DO: -- : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580

Charges & Fees	Per Hour 7.5 x 128.00	\$960.00
	Per Unit 1 x 128.00	\$128.00
	Std Grat 10.00%	\$108.80
	Fuel Surch 10.00%	\$108.80
	Discount	(-) \$7.64
	STC 8.00%	\$87.04
	Reservation Total:	\$1,385.00
	Payments/Deposits:	\$0.00
	Authorizations:	\$0.00
	Total Due:	\$1,385.00

Terms & Conditions/Reservation Agreement:

BOOKING POLICY:
Orders can be placed over the phone (415)550-7550 or by email (info@professionalcharterservices.com). Customers will receive a trip form/confirmation as acknowledgement of their order. If you have not received a confirmation within 4 days of placing the order, please contact our office immediately to be sure we received your request.

PAYMENT POLICY:
Payment is required on all charters on the timing of Booking, full payment is required before initial start date and a credit card will be placed on file for any overages that occur during the service. The balance of the quoted price and a detailed itinerary will be due prior to the departure date.

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115

that PCS receives notification thereof:

21 days before charter date: 50% refund minus administrative fee plus Merchant fee if applicable.

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PCS, reserves the right to expel any person from the vehicle and/or terminate this contract in the event of a violation of any of these conditions by any passenger. In the event of such early termination, no portion of the rental fees shall be refunded. Possession, sale or consumption of any type of narcotics or illegal drugs is strictly prohibited. Violations will result in immediate termination of contract and services and forfeiture of all paid deposits and fees for service. Smoking and/or consumption of alcoholic beverages are not permitted at any time in our vehicles. Passengers shall not obstruct with the Operator in the discharge of his/her duty or tamper with any apparatus or appliance of any vehicle. All passengers agree to behave in an orderly and well-behaved manner.

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**Company
Name:**_____

Name on Credit Card:_____

Card #: _____ **Expiration**
Date:_____/_____/_____**CVV:**_____

Billing
Address:_____ **City:**_____ **State:**_____ **Zip:**_____

Signature:

Card Type: Visa - Master Card - Amex . **AMOUNT:** \$ _____
Date:_____/_____/2019



696 Amador St, San Francisco, CA 94124
TCP 23905A CA 372297 USDOT 1810019 MC912445

Confirmation

Reservation Confirmation #34225

Last Modified On: 05/23/2019 04:22 PM

Pick-up Date: 10/23/2019 - Wednesday
Pick-up Time: 08:00 AM
Estimated Drop-off Time: 03:30 PM
ServiceType: School
Passenger: Alicia Bell San Lorenzo High School
Phone Number:
No. of Pass: 55
Vehicle Type: Motor Coach
Primary/Billing Contact: Alicia Bell
Booking Contact: fadi
Payment Method: Direct Bill/Invoice

Trip Routing Information:
PU: -- : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580 CA
ST: -- : see notes
DO: -- : : Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545
WT: -- : wait and hold till 3pm
DO: -- : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580

Charges & Fees	Per Hour 7.5 x 128.00	\$960.00
	Per Unit 1 x 128.00	\$128.00
	Std Grat 10.00%	\$108.80
	Fuel Surch 10.00%	\$108.80
	Discount	(-) \$7.64
	STC 8.00%	\$87.04
	Reservation Total:	\$1,385.00
	Payments/Deposits:	\$0.00
	Authorizations:	\$0.00
	Total Due:	\$1,385.00

Terms & Conditions/Reservation Agreement:

BOOKING POLICY:
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that PCS receives notification thereof:

21 days before charter date: 50% refund minus administrative fee plus Merchant fee if applicable.

Less than 7 days before charter date: 100% cancellation fee.

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**Company
Name:**_____

Name on Credit Card:_____

Card #: _____ **Expiration**
Date:_____/_____/_____**CVV:**_____

Billing
Address:_____ **City:**_____ **State:**_____ **Zip:**_____

Signature:

Card Type: Visa - Master Card - Amex . **AMOUNT:** \$ _____
Date:_____/_____/2019



696 Amador St, San Francisco, CA 94124
TCP 23905A CA 372297 USDOT 1810019 MC912445

Confirmation

Reservation Confirmation #34226

Last Modified On: 05/23/2019 04:23 PM

Pick-up Date: 10/23/2019 - Wednesday
Pick-up Time: 08:00 AM
Estimated Drop-off Time: 03:30 PM
ServiceType: School
Passenger: Alicia Bell San Lorenzo High School
Phone Number:
No. of Pass: 55
Vehicle Type: Motor Coach
Primary/Billing Contact: Alicia Bell
Booking Contact: fadi
Payment Method: Direct Bill/Invoice

Trip Routing Information:
PU: -- : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580 CA
ST: -- : see notes
DO: -- : : Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545
WT: -- : wait and hold till 3pm
DO: -- : San Lorenzo High School 50 E Lewelling Blvd. San Lorenzo, CA 94580

Charges & Fees	Per Hour 7.5 x 128.00	\$960.00
	Per Unit 1 x 128.00	\$128.00
	Std Grat 10.00%	\$108.80
	Fuel Surch 10.00%	\$108.80
	Discount	(-) \$7.64
	STC 8.00%	\$87.04
	Reservation Total:	\$1,385.00
	Payments/Deposits:	\$0.00
	Authorizations:	\$0.00
	Total Due:	\$1,385.00

Terms & Conditions/Reservation Agreement:

BOOKING POLICY:
Orders can be placed over the phone (415)550-7550 or by email (info@professionalcharterservices.com). Customers will receive a trip form/confirmation as acknowledgement of their order. If you have not received a confirmation within 4 days of placing the order, please contact our office immediately to be sure we received your request.

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The Chartering Party assumes full responsibility for the suitability and integrity of any baggage, parcels or other property intend to be transported in the baggage compartment of the Equipment. PCS shall not be held liable for damages to baggage and parcels, or the contents carried therein. Baggage and all other personal property will be handled only at passenger's own risk. Passengers' baggage shall be carried subject to the available accommodations provided by interior and/or exterior racks.

LOST AND FOUND:

PCS is not responsible for any lost items left on the bus. The chartering party should check for any items left on the bus before exiting. If PCS finds an item at conclusion of trip, we bring it to the PCS Lost and Found and it will be kept for 3 days. Also, the customer is responsible to take the items from our office located in San Francisco.

OBJECTIONABLE PERSON:

PCS and its service providers reserve the right to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become, objectionable to other persons or if the driver feels threatened in any way.

CONDUCT OF PASSENGERS:

Passengers shall not obstruct with the Operator in the discharge of his/her duty or tamper with any apparatus or appliance on the bus.

ARRIVAL TIMES:

Unusual road, traffic and weather conditions are beyond the control and PCS and the Operator, and delays occasioned by same will not be the responsibility of PCS or the Operator. Late arrivals due to these and other occurrences out of the control of the Operator are not grounds for cancellation of the charter.

VANDALISM AND DAMAGE:

Vandalism and Damage to PCS proprietary equipment is subject to full reimbursement by the customer if the customer is found a fault.

CLEANING DEPOSIT:

A cleaning deposit of \$ 200.00 may be required on any charter service where food/beverage will be served on the vehicle. This deposit may be held on any major credit card and will not be billed unless the vehicle requires anything more than normal cleaning upon return. It is the chartering party's responsibility to notify PCS in advance that there will be food/beverage brought on board the coach and to find out what is acceptable/not acceptable. No glass containers or kegs are allowed on the coach at any time. No ice chests, trash cans or other objects may be placed in a seat that has been properly protected. The space taken up by the ice chest must be figured into the total passenger count. There is no smoking allowed on any PCS vehicle at any time.

UNUSUAL CLEANING:

In the event that the charter trip's activities require greater than normal amount of time and material necessary to clean the bus properly upon its return to garage, PCS at its option, may require additional cost to cover such additional time and materials, up to a maximum of \$ 500.00.

If there is **vomiting on the bus or general messy circumstances, a \$ 500.00 or more cleaning fee will be applied per incident.**

PROHIBITED ITEMS:

Decorations, glass containers, golf shoes or other shoes with spikes, fuel containers of any kind (PROPANE, WHITE GAS, KEROSENE ETC); generators, no tap beer is allowed on any bus.

EMERGENCY CONTACT INFORMATION:

PCS representative is available 24 hours/day for emergencies by calling (415) 672-0811 or 415-852-4800. Our office hours are from 8:30am to 5:00pm Monday through Friday.

FOR THE SERVICE REQUESTED AND LISTED ABOVE, I AUTHORIZE THE CHARGES IN MY CREDIT CARD:

**Company
Name:**_____

Name on Credit

Card: _____

Card #: _____ **Expiration**

Date: ____/____/____ **CVV:** _____

Billing

Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Signature:

Card Type: Visa - Master Card - Amex . **AMOUNT:** \$ _____

Date: ____/____/2019

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev. 12-17) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 372297	FILE CODE NUMBER 300080	COUNTY CODE 38	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE T	OTHER PROGRAM(S) P	LOCATION CODE 335	SUBAREA 4124

CARRIER LEGAL NAME PROFESSIONAL CHARTER SERVICES LLC	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (415) 672-0811
---	------------------------------	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

696 AMADOR STREET SAN FRANCISCO, CA 94124

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEH BY TYPE I 22 II 2 Mod Limo	DRIV RS 42	BIT FLEET SIZE Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HW VEH.	HW CONT.	PPB/CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Towed

TERMINALS IDENTIFIED IN SECTION 34515(b) CVC

☐ Yes ☐ No

FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) OMAR OROZCO	DAY TELEPHONE NO. (W/ AREA CODE) (415) 672-0811	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME)	DAY TELEPHONE NO. (W/ AREA CODE)	NIGHT TELEPHONE NO. (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2018]

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 — 50,000	C <input type="checkbox"/> 50,001 — 100,000	D <input checked="" type="checkbox"/> 100,001 — 500,000	E <input type="checkbox"/> 500,001 — 1,000,000	F <input type="checkbox"/> 1,000,001 — 2,000,000	G <input type="checkbox"/> 2,000,001 — 5,000,000	H <input type="checkbox"/> 5,000,001 — 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
--	---	--	--	---	---	---	--	--

OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> TCP PSC 23905	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT USDOT NUMBER 1810019	REASON FOR INSPECTION ANNUAL TOUR BUS TERMINAL INSPECTION	

INSPECTION FINDINGS	INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable
REQUIREMENTS VIOL	MAINTENANCE PROGRAM DRIVER RECORDS REG. EQUIPMENT HAZARDOUS MATERIALS TERMINAL
MAINTENANCE PROGRAM	1 S 2 S 3 S 4 S 1 S 2 S 3 S 4 S 1 S 2 S 3 S 4 S 1 N/A 2 3 4 1 S 2 S 3 S 4 S
DRIVER RECORDS	No. 3 Time 0.5 No. 22 Time 1.0 No. 6 Time 4.0 TIME TOTAL TIME 5.0
DRIVER HOURS	HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted CONTAINERS/TANKS No. Time VEHICLES PLACED OUT-OF-SERVICE Vehicles Units

BRAKES	REMARKS PL664 ANNUAL INSPECTION APPROVED, PL664 ADD APPROVED
LAMPS & SIGNALS	
CONNECTING DEVICES	**Note a SPAB Terminal Inspection was done in conjunction with the Annual Tour Bus Terminal Inspection.** All terminal ratings were carrier over. See Annual SPAB Terminal Inspection.
STEERING & SUSPENSION	
TIRES & WHEELS	Carrier has 24 tour buses of which 21 are SPAB Buses.
EQUIPMENT REQUIREMENTS	Carrier has 42 tour bus drivers of which 13 are certified SPAB drivers.
CONTAINERS & TANKS	
HAZARDOUS MATERIALS	

INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R <input type="checkbox"/> NON-BIT	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. 3	INSPECTION DATE(S) 05/13/2019	TIME IN 7:30	TIME OUT 15:00
INSPECTED BY (NAME(S)) BRYAN PEARSON	ID NUMBER(S) A16731	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None				

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 12), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (707) 917-4400 within 5 business days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE	DATE 05/13/2019
CARRIER REPRESENTATIVE'S PRINTED NAME OMAR OROZCO	TITLE OWNER	DRIVER LICENSE NUMBER STATE CA

Destroy Previous Editions

Chp343_1217.pdf

California Highway Patrol



US DOT #
1810019

Legal: PROFESSIONAL CHARTER SERVICES LLC
Operating (DBA): PROFESSIONAL CHARTER SERVICES

MC/MX #: 912445 **State #:** 372297 **Federal Tax ID:** 26-2525250 (EIN)

Review Type: Non-ratable Review - Special Study

Scope: Terminal **Location of Review/Audit:** Company facility in the U. S. **Territory:**

Operation Types **Interstate** **Intrastate**

Carrier: Non-HM N/A
Shipper: N/A N/A
Cargo Tank: N/A

Business: Corporation
Gross Revenue: **for year ending:**

Company Physical Address:

696 AMADOR STREET
SAN FRANCISCO, CA 94124

Contact Name: OMAR OROZCO

Phone numbers: (1) 415- 550-7550 (2) **Fax**

E-Mail Address:

Company Mailing Address:

696 AMADOR STREET
SAN FRANCISCO, CA 94124

Carrier Classification

Authorized for Hire Other: INTRASTATE

Cargo Classification

Passengers

Equipment

Owned Term Leased Trip Leased

Owned Term Leased Trip Leased

Motor Coach	15	0	0	Minibus, 16+	7	0	0
Van, 9-15	2	0	0				

Power units used in the U.S.: 24

Percentage of time used in the U.S.: 100

Does carrier transport placardable quantities of HM? No

Is an HM Permit required? N/A

Driver Information

	Inter	Intra	Average trip leased drivers/month: 0
< 100 Miles:			Total Drivers: 42
>= 100 Miles:	42		CDL Drivers: 42



**PROFESSIONAL CHARTER SERVICES (PROFESSIONAL CHARTE dba) - Terminal**

U.S. DOT #: 1810019

State #: 372297

Review Date:

05/13/2019

Part A

Questions regarding this report may be directed to the Golden Gate Division
Motor Carrier Safety Unit at:

1551 Benicia Rd.
Vallejo, CA 94591
(707) 917-4400

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed**Name:** OMAR OROZCO**Title:** OWNER**Name:****Title:**



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the MOU with Alameda County Office of Education Network for Access Plus Service for the 2019-2020 School Year

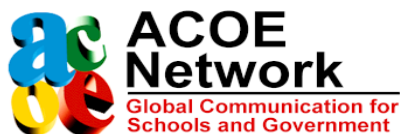
BACKGROUND

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

CURRENT SITUATION

The attached MOU reflects the new agreement between the Eden Area ROP and Alameda County Office of Education Network (ACOENet) for connection service to the statewide K-20 network (K12 High speed Network) and related maintenance support for the 2019-2020 school year.

CONSENT CALENDAR



Memorandum of Understanding with Eden ROP for Access Plus Service

7/1/2019 to 6/30/2020

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

1. SERVICES

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

2. PAYMENT

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

3. TERM

The services outlined above shall be provided from 7/1/2019 to 6/30/2020. This agreement may be renewed by a written mutual agreement, signed by both parties, for two additional one-year terms.

4. ALTERATION OF AGREEMENT

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

5. ASSIGNABILITY

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

6. INDEMNIFICATION

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

Contract # 2020035 fiscal/calendar

Initial service date: 7/1/2019

Final service date: 6/30/2020

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

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

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

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

7. PRIVACY

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

8. PENALTIES FOR IMPROPER USES

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

9. NOTICES

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

Contract # 2020035 fiscal/calendar

Initial service date: 7/1/2019

Final service date: 6/30/2020

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

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

11. INTERPRETATION/CONSTRUCTION

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

12. ENTIRE AGREEMENT

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

13. EXECUTION IN COUNTERPARTS

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

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

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

15. INCORPORATION BY REFERENCE

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

Contract # 2020035 fiscal/calendar

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

ORGANIZATION: _____ and _____ ACOENet _____

Printed name and title

Doug D'Amour, Director
Printed name and title

Signature

Date

Signature

Date

Contract # _____ 2020035 _____ fiscal/calendar

Initial service date: 7/1/2019

Final service date: 6/30/2020

Schedule A

Schedule of Services

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

Organization: Eden ROP

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

Initials: _____ _____
 ORGANIZATION ACOENet

Contract # _____ 2020035 _____ fiscal/calendar

Initial service date: 7/1/2019

Final service date: 6/30/2020

Appendix A

ACOENet Access Plus Services List

Access Plus

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

Included:

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

ACOENet Access Plus Fees

Port Speed	Annual Cost
100 Mbps	\$8,900
250 Mbps	\$12,000
500 Mbps	\$15,400 ¹ /\$19,650 ²
1 Gbps	\$18,500 ¹ /\$24,500 ²
2 Gbps	\$32,450 ¹ /\$39,450 ²

¹ Point to point network connection

² Cloud based network connection

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

Contract # 2020035 fiscal/calendar

Initial service date: 7/1/2019

Final service date: 6/30/2020

Appendix B

Acceptable Use Policy

General Acceptable Use:

Network Etiquette:

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

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

Acceptable Uses:

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

Contract # _____ 2020035 _____ fiscal/calendar

Initial service date: 7/1/2019

Final service date: 6/30/2020

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

Unacceptable Uses:

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

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



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the MOU with Alameda County Office of Education (ACOE) for Payroll Services for the 2019-2020 School Year

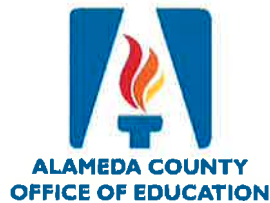
BACKGROUND

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

CURRENT SITUATION

The attached MOU with the Alameda County Office of Education (ACOE) provides details of the payroll processing services for 2019-2020 school year.

CONSENT CALENDAR



MEMORANDUM OF UNDERSTANDING

- PARTIES:** This Memorandum of Understanding (MOU) is entered into between the **Alameda County Office of Education (ACOE)** and **Eden Area Occupational Program (EAROP)**.
- PURPOSE:** The purpose of this MOU is to enable the ACOE and EAROP to have the ACOE provide certain payroll processing services, and ACOE is willing and able to provide such services.
- AUTHORITY:** This MOU is entered into by and between the parties in exercise of the authority set forth in and governed by the laws of the State of California.
- TERM:** This MOU shall become effective upon the date of execution by both the parties and shall continue for a period of 12 months **effective July 1, 2019 and ends June 30, 2020**. This agreement is renewable from year to year, unless either party gives notice of intent to withdraw by May 15th of the effective period.

SCOPE OF SERVICES:

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

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

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

COMPENSATION:

In exchange for the support and services to be provided by ACOE under the terms and conditions of this Agreement, EAROP shall pay ACOE a total amount of **\$26,800**. ACOE shall invoice EAROP quarterly in the amount of \$6,700.

INSURANCE:

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

INDEMNIFICATION:

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

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

TERMINATION/SUSPENSION:

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

NON-DISCRIMINATION:

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

NOTICES:

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

To ACOE:

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

To Eden Area Occupational Program:

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

INTEGRATION:

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

REPRESENTATION OF AUTHORITY:

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

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

ALAMEDA COUNTY OFFICE OF EDUCATION

EDEN AREA ROP

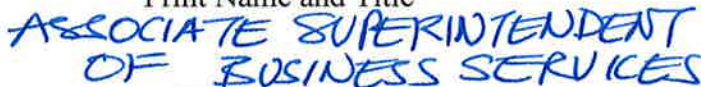


Signature of Designee for
Alameda County Office of Education

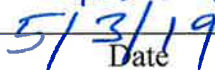
Signature of Authorized EAROP
Representative



Print Name and Title



Print Name and Title



Date

Date



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the MOU with the Hayward Unified School District for Student Transportation for the 2019-2020 School Year

BACKGROUND

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

CURRENT SITUATION

For the 2019-2020 school year we are continuing the MOU between the Hayward Unified School District and the Eden Area ROP to provide daily transportation services to and from Hayward Unified School District and San Leandro Unified School District High Schools and the ROP Center.

CONSENT CALENDAR



HAYWARD UNIFIED SCHOOL DISTRICT



Building a Culture of Success

MEMORANDUM OF UNDERSTANDING EDEN AREA REGIONAL OCCUPATIONAL PROGRAM AND HAYWARD UNIFIED SCHOOL DISTRICT 2019-20 TRANSPORTATION AGREEMENT

This is an agreement between the Eden Area Regional Occupational Program (ROP) and the Hayward Unified School District (HUSD), to provide transportation for San Leandro Unified School District (SUSD) 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 2019 through June 2020. The costs will be \$330,518.00 with a maximum of 31,500 miles for 180 days.



HAYWARD UNIFIED SCHOOL DISTRICT



Building a Culture of Success

The daily and average mileage is as follows:

DISTRICT	EST. MILES/DAY	EST. MILES/YEAR
Hayward	96	17,280
San Leandro	76	13,680
TOTAL	172	31,500

Mileage in excess of 31,500 miles will be charged at \$7.50 per mile which, if applicable, will be invoiced to Eden ROP within sixty days of the end of this agreement.

HUSD agrees that the above payment calculation is for 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.

Eden Area ROP agrees to pay the base contract amount of \$330,518.00 in four quarterly installments of \$82,629.50 on or before September 30, 2019, December 31, 2019, March 31, 2020, and June 30, 2020.

Signed

Dr. Matt Wayne, Superintendent
Hayward Unified School District

Date

Signed

Linda Granger, Superintendent
Eden Area ROP

Date

HUSD Board of Education Approval Date: _____

Information Items



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: The Superintendent's Evaluation Timeline

BACKGROUND

Part of the role and responsibilities of the Governing Board is to annually evaluate the performance of the Superintendent.

CURRENT SITUATION

Attached is a recommended calendar with a timeline to fulfill this obligation.

RECOMMENDATION

Information only

Superintendent's Evaluation Action/Timeline 2019-2020

2019
Aug

The Superintendent will present draft of 2019-2020 goals to the Governing Board in closed session.

2019
Sept

The Superintendent will present to the Governing Board finalized goals for the 2019-2020 school year.

2019
Nov 15

Reminder to the Governing Board of notification for extension of the Superintendent's contract by January 15, 2020.

2020
Apr 15

Evaluation packet will be delivered to the Governing Board, which will include the Superintendent's job description and accomplishments towards the completion of goals.

The Governing Board members will discuss the evaluation with their respective Superintendents prior to written finalization.

2020
May

The Governing Board President compiles and summarizes all information into draft for discussion with the Governing Board.

The Governing Board discusses the evaluation and prepares for presentation to the Superintendent.

2020
Jun

Final document(s) are presented to the Superintendent. Employment contract language is reviewed, if necessary.

Employment contract is finalized and approved. The Governing Board will give the Superintendent suggestions and input for goals for the coming year.

Action Items





DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Adopted Budget for the 2019-2020 Fiscal Year

BACKGROUND

California State law requires that each public school agency prepare an annual operating budget and approve such by June 30th of each year. “The District Board of Education shall certify in writing whether or not the District is able to meet its financial obligations for the 2019-2020 fiscal year and, based on current forecasts, for two subsequent fiscal years. The certifications are classified as positive, qualified, or negative, pursuant to standards and criteria adopted by the State Board of Education (Education Code 33127).

CURRENT SITUATION

The proposed 2019-2020 Adopted Budget is submitted to the Eden Area ROP Governing Board for their review, comment and approval. A complete budget packet with supplemental backup data will be provided under separate cover to the Board. Copies are available to the public upon request.

The Adopted Budget was prepared and reviewed in accordance with all state adopted criteria and standards in line with the Governor’s new budget for Local Control Funding Formula (LCFF).

The Governing Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years in certifying the 2019-2020 for Adopted Budget as positive. The Adopted Budget confirms the Eden Area ROP’s ability to meet all financial obligations for the current fiscal year and two subsequent fiscal years. Finally, the Eden Area ROP continues to meet and exceed AB 1200 requirements.

RECOMMENDATION

It is recommended that the Governing Board approve the Adopted Budget for the 2019-2020 fiscal year.



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Bernie Phelan, Director of Educational Services
SUBJECT: Request the Governing Board to approve the Adoption of the Recommended Textbook for the 2019-2020 School Year

BACKGROUND

In accordance with Board Policy and Administrative Regulation 6161.1, the Director of Educational Services or designee will administer the selection, ordering and implementation of textbooks throughout the Eden Area ROP.

Criteria and priorities for the selection of textbooks shall be based on local educational goals and objectives, State-approved instructional programs and criteria derived from any related curriculum frameworks, business/industry advisory committee and/or instructor input.

Adoption of textbooks by the Governing Board will be based upon recommendation made by the Director of Educational Services or designee.

The Governing Board shall provide 10 days' notice for the public to view the textbooks prior to the Governing Board meeting at which they will be reviewed for approval.

CURRENT SITUATION

Listed below is the recommended textbook for the 2019-2020 school year. The book is available for review by the public upon request.

Program: Automotive Technology

New Textbook	ISBN #	Published	QTY	Cost	Old Textbook	Published
Automotive Technology Principles, Diagnosis, and Service	978-0-13-525727-2	2018	70	139.99	Modern Automotive Technology	2014

RECOMMENDATION

It is recommended that the ROP Governing Board approve the adoption of the recommended textbook for the 2019-2020 school year.



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the 2019-2020 High School Student Calendar

BACKGROUND

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

CURRENT SITUATION

Currently, all four school districts have adopted school calendars. The attached Eden Area ROP high school student calendar is being presented that best coincides with the district calendars.

RECOMMENDATION

It is recommended that the Governing Board approve the 2019-2020 high school student calendar.

JULY

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	30	31		

0

AUGUST

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

13

SEPTEMBER

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				

20

OCTOBER

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	

23

NOVEMBER

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

14

DECEMBER

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			

15

JANUARY

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

19

FEBRUARY

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

18

MARCH

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

APRIL

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	

17

MAY

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

JUNE

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	30			

0

IMPORTANT DATES

July 4, 2019	Independence Day
August 12, 2019	Staff Development Day
August 13, 2019	Teacher Work Day
August 14, 2019	First day of school
September 2, 2019	Labor Day
November 1, 2019	Professional Development
No students	
November 11, 2019	Veterans Day
November 25-29, 2019	Thanksgiving Break
No students, instructors, 10 month classified, 11 month classified & career counselor	
December 20, 2019	End of 1st Semester/Minimum Day
December 23-January 3	Winter Break
January 20, 2020	Martin Luther King Jr. Day
February 10, 2020	Lincoln's Birthday
February 17, 2020	President's Day
March 30, 2020	Cesar Chavez Day/Professional Development
No students & 10 month classified	
April 13-17, 2020	Spring Break
No students, instructors, 10 month classified, 11 month classified & career counselor	
May 25, 2020	Memorial Day
May 29, 2020	Last Day of School
June 1, 2020	Teacher Work Day
No students & 10 month classified	

DISTRICTS' FIRST DAY OF CLASS

August 13, 2019	Castro Valley USD
August 26, 2019	Hayward USD
August 14, 2019	San Leandro USD
August 21, 2019	San Lorenzo USD

DISTRICTS' LAST DAY OF CLASS

May 29, 2020	Castro Valley USD
June 11, 2020	Hayward USD
June 4, 2020	San Leandro USD
June 9, 2020	San Lorenzo USD

NUMBER OF INSTRUCTIONAL DAYS

180 days of instruction

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



DATE: June 7, 2019
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2019-2020 School Year

BACKGROUND

The Eden Area ROP annually presents the Governing Board with the Governing Board Meeting calendar for the upcoming school year. Meetings are held on the first Thursday of every month at 5:45 pm, with the exception of January and July where no meeting is held.

CURRENT INFORMATION

The Superintendent is requesting that the Governing Board review the calendar dates through June 2020 and make any necessary changes to accommodate the annual schedule.

There are a few potential conflicts for the 2019-2020 schedule. Staff will offer options to resolve these conflicts. Staff has also assured the proposed dates do not conflict with the scheduled districts' board meetings.

RECOMMENDATION

It is recommended that the Governing Board approve the calendar of Governing Board meetings for the 2019-2020 school year.



Date: June 7, 2019
To: Eden Area ROP Governing Board Members
From: Linda Granger, Superintendent
Re: 2019-2020 Governing Board Meeting Dates

There are a few potential conflicts for the 2019-2020 schedule. Below are options to resolve these conflicts. Staff has also assured the proposed dates do not conflict with the scheduled Districts Board meetings.

OCTOBER MEETING:

ACOE will be holding their Annual Teacher of the Year Awards Night on Thursday, October 3, 2019. This event has typically been programmed for 6:30 pm at the Castro Valley Center for the Arts at Castro Valley High School. This will conflict with our October meeting and the ROP staff is suggesting the following options:

1. Change the time of the meeting to 5:00 pm
2. Change the time to 5:00 pm and change the location to Castro Valley USD board meeting room located at 4400 Alma Avenue, Castro Valley
3. Change the date to Wednesday, October 2, 2019 at 5:45 pm
4. Change the date and time to Friday, October 4, 2019 at 5:00 pm

District Meetings in October:

San Leandro	Tuesdays	8
San Lorenzo	Tuesdays	1, 15
Hayward	Wednesdays	9, 23
Castro Valley	Thursdays	10, 17, 24

DECEMBER MEETING:

CSBA will be holding their Annual Education Conference Thursday, December 5 through Saturday, December 7, 2019 in San Diego. This will conflict with our December meeting if board members are planning on attending the conference. The ROP staff is suggesting the following options:

1. Leave the meeting at our regularly scheduled time, on December 5, 2019
2. Change the date to Monday, December 2, 2019 at 5: 45 pm
3. Change the date to Monday, December 9, 2019 at 5: 45 pm

District Meetings in December:

San Leandro	Tuesdays	10
San Lorenzo	Tuesdays	3, 17
Hayward	Wednesdays	11
Castro Valley	Thursdays	12

JUNE MEETING:

Historically, San Leandro Unified School District holds their high school graduation ceremony on the last day of school. This year the last day for San Leandro High School is June 4, 2020 and will conflict with our June Board meeting. The ROP is requesting that the June Board meeting be held the next day on Friday, June 5, 2020 at 5:00 pm. This option would be in alignment with what we have done the last couple of years.

Districts' Last Day of School:

Castro Valley	Friday	5/29/20
San Leandro	Thursday	6/4/20
San Lorenzo	Tuesday	6/9/20
Hayward	Thursday	6/11/20



GOVERNING BOARD MEETING DATES 2019-2020

The Eden Area ROP Governing Board meets the first Thursday of every month.* and meetings begin promptly at 5:45 p.m. in the Eden Area ROP Boardroom in Building A. The following dates have been scheduled for 2019-2020:

July 2019	No Meeting Scheduled
August 1, 2019	
September 5, 2019	
October 2019	TBD by Governing Board
November 7, 2019	
December 2019	TBD by Governing Board
January 2020	No Meeting Scheduled
February 6, 2020	
March 5, 2020	
April 2, 2020	
May 7, 2020	
June 5, 2020	1st Friday at 5:00 pm

*With the exception of the months of January and July where no meeting is held.

Governing Board Terms 2019-2020 School Year

Each Governing Board office is a two (2) year term and commences on January 1. Castro Valley and San Leandro Unified School Districts hold elections on the alternate years from Hayward and San Lorenzo Unified School Districts.

Board Member	Board Title	District	Term	New Term Commences
Peter Oshinski	President	San Leandro	01/19-12/20	1/2021
Dot Theodore	Vice-President	Castro Valley	01/19-12/20	1/2021
Marilyn Stewart	Member	Hayward	01/18-12/19	1/2020
Dr. Robert Carlson	Member	San Lorenzo	01/18-12/19	1/2020

Communications





April 17, 2019

Peter Oshinski, President
Governing Board
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

RE: 2018-19 Second Interim Report

Dear President Oshinski:

The Eden Area Regional Occupational Program (Eden Area ROP) filed a POSITIVE certification of its Second Interim Report for fiscal year 2018-19 with the Alameda County Office of Education (ACOE). In accordance with Education Code (EC) Section 42131, ACOE reviewed the Second Interim Report, based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to EC Section 33127.

Based on ACOE's review and analysis, the Second Interim Report approved by Eden Area ROP's Governing Board on March 7, 2019 accurately reflects the financial status of the ROP. ACOE therefore concurs with the Eden Area ROP's POSITIVE certification with few comments outlined below.

Deficit Spending

Eden Area ROP anticipates deficit spending of \$1,409,121 in the General Fund for 2018-19. In addition, Eden Area ROP includes expenditure reductions to salaries and related statutory benefits totaling \$345,613 in 2020-21 due to the elimination of funding for a specific grant. Although the ending fund balance can support this level of spending over the short term, ACOE advises Eden Area ROP to continue to monitor its programs and to formulate plans for revenue enhancements and/or expenditure reductions to sustain any fluctuations in funding in the future.

Other Issues

Eden Area ROP will have a significant decrease in projected state revenues in Fiscal years 2019-20 and 2020-21 due to the elimination of specific grant funding. It is important that Eden Area ROP maintain strong communication with the member districts to assess any possible reduction in its revenue stream.

ACOE remains committed to working collaboratively with Eden Area ROP to ensure its long-term fiscal health. If you have any questions or concerns regarding this review process, please feel free to call me at (510) 670-4140.

Sincerely,

A handwritten signature in blue ink, appearing to read 'L. Karen Monroe', with a stylized flourish at the end.

L. Karen Monroe
Alameda County Superintendent of Schools

cc: Governing Board, Eden Area ROP
Linda Granger, Superintendent, Eden Area ROP
Marites Fermin, Business Manager, Eden Area ROP
Raul A. Parungao, Associate Superintendent of Business Services, ACOE
Teresa Santamaria, Chief of District & Business Advisory Services, ACOE
Terah Studges-Owens, Director I, District Advisory Services, ACOE