

# GOVERNING BOARD MEETING AGENDA

Thursday, November 1, 2018

5:45 pm

**Location:**

26316 Hesperian Blvd  
Hayward, CA 94545

**Website:**

[www.edenrop.org](http://www.edenrop.org)

**Phone Numbers:**

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



## Governing Board Members

Peter Oshinski, President  
Dot Theodore, Vice-President  
Marilyn Stewart, Member  
Dr. Robert Carlson, Member

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

## **Mission Statement**

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



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

Date: Thursday, November 1, 2018  
Time: 5:45 p.m.

**AGENDA**

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

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

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

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

- I. Call to Order**
- II. Roll Call**
- III. Pledge of Allegiance**
- IV. Mission Statement**
- V. Approval of Agenda**
- VI. Student of the Month**
  - A. Presentation of ROP Student of the Month Awards (page 4)
- VII. Consent Calendar**

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

## **Page 2 – Agenda for the November 1, 2018 Regular Meeting of the ROP Governing Board**

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of October 4, 2018 (pages 5-7)
- B. Request the Governing Board to approve the Bill Warrants (pages 8-14)
- C. Request the Governing Board to approve the Personnel Action Items (pages 15-16)
- D. Request the Governing Board to approve the Agreements with the Castro Valley/Eden Area and San Leandro Chambers of Commerce for the California Career Pathways Trust Grant for the 2018-2019 School Year (pages 17-34)
- E. Request the Governing Board to approve the Revised Contract with American Stage Tours for Sophomore Tour Transportation for the 2018-2019 School Year (pages 35-43)

### **VIII. Information Items**

- A. Recognition of the Eden Area ROP Teacher of the Year (page 44)
- B. Business Partner Breakfast and Business Partners of the Year (page 45)

### **IX. Action Items**

- A. Request the Governing Board to approve the Adoption of Resolution 3-18/19: In Support of the “Bay Area United Against Hate Week” (pages 46-47)
- B. Request the Governing Board to approve the MOU with Got Watts? for the Use of Facilities for the Electrical Trainee Program that is Operated in Concord, CA from September 2018 through September 2019 (pages 48-50)
- C. Request the Governing Board to approve the Agreement with Bishop Building Care for Ongoing Cleaning Services for the Concord Electrical Training Program Campus (pages 51-53)
- D. Request the Governing Board to approve the Agreement with Dannis Woliver Kelley (DWK) for Professional Services for the for the 2018-2019 School Year (pages 54-58)
- E. Request the Governing Board to approve the Agreement with Swing Education for Ongoing Substitute Teacher Services (pages 59-69)
- F. Request the Governing Board to approve the Proposal from School Site Solutions, Inc. (SSS) for Project Management and Construction Management Services for the Roofing and HVAC Replacement for the 2018-2019 School Year (pages 70-75)

### **X. Superintendent’s Report**

### **XI. Communications**

- A. Letter from the Alameda County Office of Education regarding the Adopted Budget (page 76)

**XII. Other Business/ Governing Board Reports**

- A. Public
- B. ROP Governing Board

**XIII. Adjournment**





**DATE:** November 1, 2018  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Bernie Phelan, Director of Educational Services  
**SUBJECT:** Presentation of ROP Student of the Month Awards

## BACKGROUND

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

## CURRENT SITUATION

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

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

Axol Muñoz	Mt. Eden High	Dental Assisting
Frances Castro	San Lorenzo High	Medical Careers
Bella Fragoso	Hayward High	Medical Careers
Noumaan Faiz	Hayward High	Entrepreneurship
Yahya Al Gazawy	Mt. Eden High	Sports Medicine

## RECOMMENDATION

Information only

# Consent Calendar





**Minutes of the Regular Meeting of the ROP Governing Board  
October 4, 2018**

**I. Call to Order**

President, Peter Oshinski, called the meeting to order at 5:03 p.m. on Thursday, October 4, 2018 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

**II. Roll Call**

Roll was called by Gabriela Juarez, Executive Assistant.

Eden Area ROP Governing Board Present:

Peter Oshinski, President	San Leandro USD
Dot Theodore, Vice President	Castro Valley USD
Dr. Robert Carlson, Member	Hayward USD
Sam Medina, Alternate	San Lorenzo USD

Eden Area ROP Governing Board Absent:

Marilyn Stewart, Member	San Lorenzo USD
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Superintendent: Linda Granger, present

ROP Administrators in Attendance:

Craig Lang	Director of Adult Programs
Bernie Phelan	Director of Educational Services

ROP Staff in Attendance:

Gabriela Juarez	Executive Assistant
Deborah Maynard	TOSA
Marlene McDowell	First Responders Instructor

**III. Pledge of Allegiance**

Craig Lang led the Pledge of Allegiance.

**IV. Mission Statement**

Bernie Phelan read the Eden Area ROP mission statement.

**V. Approval of Agenda**

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

AYES:	4 (Carlson, Medina, Oshinski, Theodore)
NOES:	0
ABSTAIN:	0
ABSENT:	1 (Stewart)

## **VI. Consent Calendar**

Trustee Robert Carlson moved to approve the Consent Agenda items as follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of September 6, 2018
- B. Approve the Bill Warrants Items
- C. Approve the Personnel Action Items
- D. Approve the Listed Donations-Mathews Mechanical
- E. Approve the Quarterly Report on Williams Act Complaints and Resolutions

Trustee Dot Theodore seconded the motion.

AYES: 4 (Carlson, Medina, Oshinski, Theodore)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 1 (Stewart)

## **VII. Information Items**

### **A. ROP Pathway Review-Public Services**

Bernie Phelan, Director of Educational Services, introduced Marlene McDowell to present on the pathway review for public services and the public safety pathway. Mrs. McDowell shared that she is the First Responders Instructor and that the program is in its 7<sup>th</sup> year. Mrs. McDowell teaches the program alongside Captain John Peters who comes two days a week to work with students. In addition, once a week students train at fire fighter training station no. 6. The Hayward Fire Department is very supportive of the program. The HFD has donated several items to the program including a functioning fire engine, backboards and custom t-shirts for students. They also provide support by allowing the program to borrow equipment so students can gain hands on experience. Mrs. McDowell highlighted that three years ago the HFD started a mentorship program with ROP students. The students go through an interview process and then are matched to a fire fighter mentor. Students get to participate in ride alongs and station visits. Students enrolled in the First Responders program have the opportunity to obtain professional certificates like the Community Emergency Response Team (CERT) certification. They also learn CPR for infants, children and adults, anatomy/physiology and patient assessment. Students can receive college credit for Chabot's Firefighter 50 class if they pass the ROP class with a C or better. First Responders' students also give back to the community by volunteering at several events in collaboration with HFD such as helping at FESCO (Family Emergency Shelter Coalition) and participating in the HFD open house by providing training on safety practices for children.

### **B. Back to School Night**

Mr. Bernie Phelan, Director of Educational Services, reported information about the back to school night. Back to school night was held on September 19, 2018. In addition to parents coming to visit the classrooms, they were able to participate in hands on activities. The night is set up as an open format where parents can stop in anytime between 6:00 and 8:00 pm. It was extremely well attended.

**C. Principals' Breakfast**

Bernie Phelan, Director of Educational Services, shared that the annual principals' breakfast was held on September 27, 2018. ROP staff discussed the college and career readiness indicator, shared data about each district and how CTE programs support students graduating college and career ready. During the meeting they also discussed strengthening pathways, student services and upcoming events.

**VIII. Superintendent's Report**

Superintendent Granger, started her report by sharing that three of the four districts requested professional development (PD) for their CTE teachers. The focus of the professional development was on the college and career readiness indicator and implementing the 11 elements. San Lorenzo Unified School District also invited the counselors to be at the first part of the PD.

Ms. Granger handed out a copy of her goals highlighting the lead administrators responsible and the timeline for each goal.

She concluded her report by giving praise to Mr. Lang for moving the Adult Programs forward and she handed out the Eden Area ROP Adult Programs promotional flyer.

**IX. Other Business/Governing Board Reports**

**A. Public**

None

**B. Governing Board Reports**

None

**X. Adjournment**

The meeting was adjourned at 5:25 p.m.

Approved by the Eden Area ROP Governing Board \_\_\_\_\_.

\_\_\_\_\_  
Linda Granger, Superintendent  
Clerk to the ROP Governing Board



**DATE:** November 1, 2018  
**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 September 14, 2018 through October 15, 2018 and include test warrant numbers and voided warrants.

#### **CONSENT CALENDAR**



**DATE:** November 1, 2018  
**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:** November 1, 2018  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Evan Goldberg, Grant Coordinator  
**SUBJECT:** Request the Governing Board to approve the Agreements with the Castro Valley/Eden Area and San Leandro Chambers of Commerce for the California Career Pathways Trust Grant for the 2018-2019 School Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

The attached agreements codify our working relationships with the Castro Valley/Eden Area and San Leandro Chambers of Commerce. The agreements have a scope of work which defines expectations.

Fiscal Impact: The chambers of commerce will each receive the remainder of a total four-year contract of \$210,000 from CPT grant funds this fiscal year.

## **CONSENT CALENDAR**





## **Independent Contractor Agreement Castro Valley/Eden Area Chamber of Commerce Work Based Learning Liaison Work**

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

The parties agree as follows:

1. **Services:** CONTRACTOR agrees to provide the services described in the attached Scope of Work. SEE "Scope of Work for Chambers of Commerce."
2. **Terms:** CONTRACTOR shall commence work on October 1, 2018. The work shall be completed no later than June 30, 2019.
3. **Compensation:** For the full performance of this Agreement, EAROP shall pay CONTRACTOR a total fee of thirty-eight thousand, two-hundred eighty-seven dollars, (\$38,287) payable as follows: EAROP shall pay Chambers of Commerce quarterly (October 1, January 1, April 1, and June 30). Quarterly payments shall deduct agreed upon totals to pay down pre-payment of the Chamber in 2015-2016.
4. **Insurance:** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence of bodily injury and property damage. Evidence of insurance is attached.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this agreement, *except*:
6. **Notices/Invoicing:** All notices and invoices provided under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**EAROP Contract Coordinator/Representative**

Name: Evan Goldberg  
Location/Site: EAROP Office  
Address: 26316 Hesperian Blvd.  
Hayward, CA 94545  
Ph./Email: (510) 293-2930 [egoldberg@edenrop.org](mailto:egoldberg@edenrop.org)

**Contractor**

Name: Ashley Strasburg  
Title: Executive Director  
Address: 3160 Castro Valley Blvd #224  
Castro Valley, CA 94546  
Phone/Email: 510-537-5300  
ashley@castrovalleychamber.com

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



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

Eden Area ROP

By:


Em Golbey

Date:

10/11/18 ✓

Contractor

By:

Ashley Strasburg 

Date:

10/11/18

**SCOPE OF WORK  
CAREER PATHWAY TRUST PARTNERSHIP AGREEMENT  
BETWEEN**

**Eden Area Regional Occupational Program and the  
Castro Valley/Eden Area Chamber of Commerce**

This Scope of Work, dated as of October 1, 2018 (the "Agreement") is by and between the Eden Area Regional Occupational Program ("EAROP") and the Castro Valley/Eden Aea Chamber of Commerce signing below (the "Signing Partner") as of the date of shown on the signature page.

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

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

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

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

**Specific Tasks of this Scope of Work include:**

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

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



4. Work with WBL partners to ensure that all employer onsite activities provide:
  - Learning experiences that expose students to broad aspects of the work environment
  - Learning experiences that provide for real or simulated tasks or assignments which involve students in developing higher-order critical thinking and problem-solving skills
  - On-site mentoring that provides industry training, social guidance, support, and encouragement.
5. Participate in monthly Work-Based Learning meetings at Eden Area ROP to coordinate activities, reflect upon progress, and explore opportunities to develop WBL projects. Committee members will also include WBL specialists from Eden Area ROP and its partner school districts.
6. Engage businesses in special regional events during the 2018-2019 year, including:
  - a. Recruit chamber members to participate in a district-wide interview seminar including panel discussions and speed mock-interviews where students will undergo multiple interviews in a short period of time.
  - b. Recruit chamber members to participate in an industry-specific Career Pathway Conference that will feature content that aligns with specific career pathways and courses.
7. Obtain permission of Eden Area ROP, Chabot College and its school district partners before incorporating any of their branding tools in Chamber or membership promotional material. Examples of materials include:
  - Video
  - Printed or electronic collateral
  - Social Media
  - Newsletters
8. Reference the partnership with Eden Area ROP, Chabot College and its district partners in any public relations material and events related to WBL activities.
9. Submit to the Eden Area ROP for approval a detailed budget with anticipated staffing and expenses.
10. Provide regular reports on progress in the organization of WBL activities and outreach to Chamber members.
11. Document employer contacts and WBL experiences into agreed upon database to be shared regionally and with Eden Area partners to ensure grant compliance and develop effective and ongoing relationships with employers.
12. Review and provide feedback to Eden Area ROP and district sites on employer comments received through surveys and observations.

## Budget to be Submitted to the Eden Area ROP

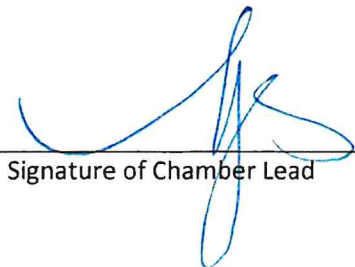
### California Career Pathways Trust 2018-19 Grant Budget Page

Chamber Name: <i>CASTRO VALLEY/EDEN AREA CHAMBER</i>		Chamber CEO or Director: <i>ASHLEY STRASBERG</i>	
Chamber CEO or Director email: <i>ashley@castrovalleychamber.com</i>		Phone Number: <i>(510) 537-5300</i>	
\$70,000 Budget		Fiscal Agent Contact:	

Expenditure Codes	Career Pathway Program (Dollar Value)	Business/ Community Match (Cash or In-Kind)	Budget Item Totals
1000 Management Salaries			
2000 Worker Salaries	<i>32,000</i>		
3000 Employee Benefits	<i>6,287</i>		
4000 Books and Supplies			
5000 Services and Other Operating Expenditures (other than travel expenditures)			
5200 Travel			
Totals	<i>38,287</i>	\$	
		%	

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

  
 \_\_\_\_\_  
 Signature of Chamber Lead

*10/11/18*  
 \_\_\_\_\_  
 Date

**California Career Pathways Trust  
2018-19 Budget Narrative**

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

8,000 PER QUARTER FOR Kim HUDSON  
1,571 PER QUARTER FOR HUDSON BENEFITS

STRASBURG + FIELDS TO BE USED  
AS MATCH + DRAW DOWN





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

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

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2. **Terms:** CONTRACTOR shall commence work on October 1, 2018. The work shall be completed no later than June 30, 2019.
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4. **Insurance:** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence of bodily injury and property damage. Evidence of insurance is attached.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this agreement, *except*:
6. **Notices/Invoicing:** All notices and invoices provided under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**EAROP Contract Coordinator/Representative**

Name: Evan Goldberg  
Location/Site: EAROP Office  
Address: 26316 Hesperian Blvd.  
Hayward, CA 94545  
Ph./Email: (510) 293-2930 egoldberg@edenrop.org

**Contractor**

Name: Emily Griego  
Title: Pres. + CEO  
Address: 120 Estudillo Ave  
SL, CA 94577  
Phone/Email: 510-317-1400

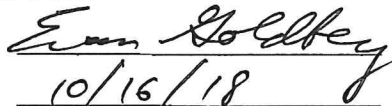
- 7. Status of Contractor:** This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Workers' Compensation coverage for CONTRACTOR'S employees and for payment of all federal, state, and local payroll taxes for and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



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

Eden Area ROP

By:

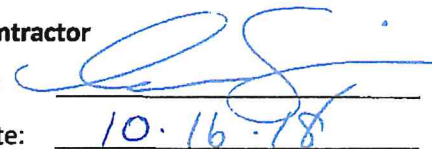


Date:

10/16/18

Contractor

By:



Date:

10.16.18

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

This Scope of Work, dated as of October 1, 2018 (the "Agreement") is by and between the Eden Area Regional Occupational Program ("EAROP") and the San Leandro Chamber of Commerce signing below (the "Signing Partner") as of the date of shown on the signature page.

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

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

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

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

**Specific Tasks of this Scope of Work include:**

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

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



4. Work with WBL partners to ensure that all employer onsite activities provide:
  - Learning experiences that expose students to broad aspects of the work environment
  - Learning experiences that provide for real or simulated tasks or assignments which involve students in developing higher-order critical thinking and problem-solving skills
  - On-site mentoring that provides industry training, social guidance, support, and encouragement.
5. Participate in monthly Work-Based Learning meetings at Eden Area ROP to coordinate activities, reflect upon progress, and explore opportunities to develop WBL projects. Committee members will also include WBL specialists from Eden Area ROP and its partner school districts.
6. Engage businesses in special regional events during the 2018-2019 year, including:
  - a. Recruit chamber members to participate in a district-wide interview seminar including panel discussions and speed mock-interviews where students will undergo multiple interviews in a short period of time.
  - b. Recruit chamber members to participate in an industry-specific Career Pathway Conference that will feature content that aligns with specific career pathways and courses.
7. Obtain permission of Eden Area ROP, Chabot College and its school district partners before incorporating any of their branding tools in Chamber or membership promotional material. Examples of materials include:
  - Video
  - Printed or electronic collateral
  - Social Media
  - Newsletters
8. Reference the partnership with Eden Area ROP, Chabot College and its district partners in any public relations material and events related to WBL activities.
9. Submit to the Eden Area ROP for approval a detailed budget with anticipated staffing and expenses.
10. Provide regular reports on progress in the organization of WBL activities and outreach to Chamber members.
11. Document employer contacts and WBL experiences into agreed upon database to be shared regionally and with Eden Area partners to ensure grant compliance and develop effective and ongoing relationships with employers.
12. Review and provide feedback to Eden Area ROP and district sites on employer comments received through surveys and observations.

## Budget to be Submitted to the Eden Area ROP

### California Career Pathways Trust 2018-19 Grant Budget Page

Chamber Name: <i>San Leandro Chamber</i>		Chamber CEO or Director: <i>Emily Griego</i>	
Chamber CEO or Director email: <i>emilgg@sanleandrochamber.com</i>		Phone Number: <i>510-317-1400</i>	
<del>\$70,000</del> Budget		Fiscal Agent Contact:	

Expenditure Codes	Career Pathway Program (Dollar Value)	Business/ Community Match (Cash or In-Kind)	Budget Item Totals
1000 Management Salaries	<i>54,500</i>		
2000 Worker Salaries			
3000 Employee Benefits	<i>5500</i>		
4000 Books and Supplies			
5000 Services and Other Operating Expenditures (other than travel expenditures)			
5200 Travel			
Totals	<i>\$60,000</i>	<div style="display: flex; justify-content: space-between;"> <span>\$</span> <span>%</span> </div>	

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



Signature of Chamber Lead

*Emily Griego*  
Pres./CEO

*10.16.18*

Date

**California Career Pathways Trust  
2018–19 Budget Narrative**

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

SEE NEXT PAGE







**DATE:** November 1, 2018  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Bernie Phelan, Director of Educational Services  
**SUBJECT:** Request the Governing Board to approve the Revised Contract with American Stage Tours for Sophomore Tour Transportation for the 2018-2019 School Year

## BACKGROUND

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

## CURRENT SITUATION

The contracts with American Stage Tours were approved by the Governing Board on June 7, 2018. Once head counts for each school were finalized the contracts were modified to reflect the revised cost.

School	Tour Date	Cost	Revised Cost
San Leandro High School	12/07/18	\$6,720.00	\$7,190.00
Arroyo High School	12/14/18	5,680.00	4,640.00
Mt. Eden High School	1/18/19	5,680.00	5,490.00
San Lorenzo High School	1/25/19	4,520.00	no changes
Tennyson High School	2/01/19	3,480.00	no changes
Hayward High School	2/08/19	4,640.00	5,490.00
Castro Valley High School	2/15/19	2,320.00	no changes
Total		\$33,040.00	\$33,130.00
Increase			\$90.00

## CONSENT CALENDAR



**1488 Soccer Court**  
**Concord, CA 94518-3850**  
Phone: 925-687-7705  
Fax: 925-685-5421  
Toll Free  
Website: [www.americanstagetours.com](http://www.americanstagetours.com)  
Email: [info@americanstagetours.com](mailto:info@americanstagetours.com)

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## Charter Confirmation

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

Confirmed: **10/16/18**  
Charter No. : **25691**  
  
Phone: **510-293-2950**  
  
Order Date **05/08/18**  
SalesRep:

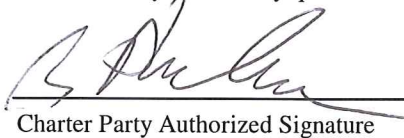
Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due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

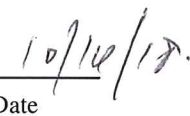
Group Name: <b>San Leandro High School</b>	# Coaches: <b>7</b>
Group Leader: <b>Alicia Bell</b>	Equipment: <b>4-56 pax, 1-48, 1-47 pax</b>
Destination: <b>Hayward, CA</b>	Requested Driver:
Leave Date: <b>Friday, December 07, 2018</b>	Return Date: <b>Friday, December 07, 2018</b>
Spot Time: <b>8:00 am</b>	
Leave Time: <b>8:30 am</b>	Retn\Drop Time: <b>3:30 pm</b>
Pickup Location: <b>San Leandro High School</b> <b>2200 Bancroft Ave.</b> <b>San Leandro</b>	Destination Details: <b>Eden Area ROP</b> <b>26316 Hesperian Blvd.</b> <b>Hayward, CA 94545</b>
Itinerary : <b>8:30am Depart Group #1 for Eden (4-56 ONLY)</b> <b>11:45am Depart with Group #1 for San Lorenzo(4-56 ONLY)</b> <b>12:15pm Depart Group #2 for Eden (All 7 coaches)</b> <b>3:00pm Depart with Group #2 for Hayward (All 7 coaches)</b>	

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<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<u>Transport Charge:</u>	
<b>05/15/18</b>	<b>Signed Contract</b>		<b>08/14/18</b>	<u>Amount Paid</u>	<b>\$7,190.00</b> <b>\$0.00</b>
<b>12/21/18</b>	<b>Final Payment</b>			<u>Balance Due</u>	<b>\$7,190.00</b>

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



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

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## S.P.A.B Terms and Conditions

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

Tuesday, October 16, 2018

Charter No. : 25691  
Phone: 510-293-2950  
Fax:  
Order Date 05/08/18  
SalesRep:

The attached Charter 25691 in the amount of \$7,190.00 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.

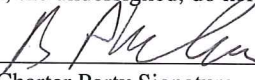
### OVERNIGHT CHARTER TRIPS:

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

10/16/18.  
Date



**1488 Soccer Court**  
**Concord, CA 94518-3850**  
Phone: 925-687-7705  
Fax: 925-685-5421  
Toll Free  
Website: [www.americanstagetours.com](http://www.americanstagetours.com)  
Email: [info@americanstagetours.com](mailto:info@americanstagetours.com)

---

**Charter Confirmation**

Confirmed: **10/16/18**

Charter No. : **25692**

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

Phone: **510-293-2950**

Order Date **05/08/18**

SalesRep:

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

Group Name: **Arroyo High School**

# Coaches: **4**

Group Leader: **Alicia Bell**

Equipment: **56 passengers**

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Friday, December 14, 2018**

Return Date: **Friday, December 14, 2018**

Spot Time: **8:00 am**

Leave Time: **8:30 am**

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

Pickup Location: **Arroyo High School**

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

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

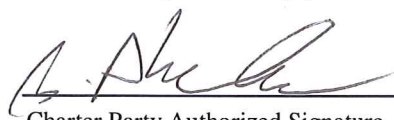
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<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<b>Transport Charge:</b>	<b>\$4,640.00</b>
<b>05/15/18</b>	<b>Signed Contract</b>		<b>08/31/18</b>	<b>Amount Paid</b>	<b>\$0.00</b>
<b>12/28/18</b>	<b>Final Payment</b>			<b>Balance Due</b>	<b>\$4,640.00</b>

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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





1488 Soccer Court  
Concord, CA 94518-3850  
Phone: 925-687-7705  
Fax: 925-685-5421  
Toll Free  
Website: [www.americanstagetours.com](http://www.americanstagetours.com)  
Email: [info@americanstagetours.com](mailto:info@americanstagetours.com)

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## S.P.A.B Terms and Conditions

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

Tuesday, October 16, 2018

Charter No. : 25692  
Phone: 510-293-2950  
Fax:  
Order Date 05/08/18  
SalesRep:

The attached Charter 25692 in the amount of \$4,640.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

### RATES:

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

### DEPOSITS:

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

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### 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.

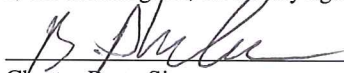
### OVERNIGHT CHARTER TRIPS:

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

10/16/18  
\_\_\_\_\_  
Date



1488 Soccer Court

Concord, CA 94518-3850

Phone: 925-687-7705

Fax: 925-685-5421

Toll Free

Website: [www.americanstagetours.com](http://www.americanstagetours.com)

Email: [info@americanstagetours.com](mailto:info@americanstagetours.com)

---

## Charter Confirmation

Confirmed: **10/16/18**

Charter No. : **25693**

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

Phone: **510-293-2950**

Order Date **05/08/18**

SalesRep:

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: **Mt Eden High School**

# Coaches: **5**

Group Leader: **Alicia Bell**

Equipment: **4-56 pax & 1-48 pax**

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Friday, January 18, 2019**

Return Date: **Friday, January 18, 2019**

Spot Time: **8:00 am**

Leave Time: **8:30 am**

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

Pickup **Mt. Eden High School**  
Location: **2300 Panama St**  
**Hayward, CA 94545**

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

Itinerary : **8:30am Depart Group #1 for Eden (ALL 5 coaches)**  
**10:45am Depart Group #1 for Mt. Eden (ALL 5 Coaches)**  
**12:20pm Depart Group #2 for Eden (4-56 ONLY)**  
**3:00pm Depart with Group #2 for Mt. Eden (4-56 ONLY)**

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<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<u>Transport Charge:</u>	
<b>05/15/18</b>	<b>Signed Contract</b>		<b>08/31/18</b>	<u>Amount Paid</u>	<b>\$5,490.00</b>
<b>01/04/19</b>	<b>Final Payment</b>			<u>Balance Due</u>	<b>\$0.00</b>
					<b>\$5,490.00</b>

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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



1488 Soccer Court  
Concord, CA 94518-3850  
Phone: 925-687-7705  
Fax: 925-685-5421  
Toll Free  
Website: [www.americanstagetours.com](http://www.americanstagetours.com)  
Email: [info@americanstagetours.com](mailto:info@americanstagetours.com)

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## S.P.A.B Terms and Conditions

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

Tuesday, October 16, 2018

Charter No. : 25693  
Phone: 510-293-2950  
Fax:  
Order Date 05/08/18  
SalesRep:

The attached Charter 25693 in the amount of \$5,490.00 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.

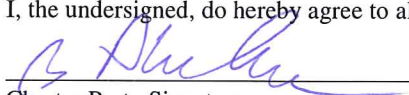
### OVERNIGHT CHARTER TRIPS:

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

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

Confirmed: **10/16/18**  
 Charter No. : **25696**  
  
 Phone: **510-293-2950**  
  
 Order Date **05/08/18**  
 SalesRep:

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: <b>Hayward High School</b>	# Coaches: <b>5</b>
Group Leader: <b>Alicia Bell</b>	Equipment: <b>1-48 &amp; 4-56 passengers</b>
Destination: <b>Hayward, CA</b>	Requested Driver:
Leave Date: <b>Friday, February 08, 2019</b>	Return Date: <b>Friday, February 08, 2019</b>
Spot Time: <b>8:00 am</b>	
Leave Time: <b>8:30 am</b>	Retn\Drop Time: <b>3:30 pm</b>
Pickup Location: <b>Hayward High School</b> <b>1633 East Ave</b> <b>Hayward, CA 94540</b>	Destination Details: <b>Eden Area ROP</b> <b>26316 Hesperian Blvd.</b> <b>Hayward, CA 94545</b>
Itinerary : <b>8:30am Depart Group #1 for Eden (4-56 ONLY)</b> <b>10:45am Depart Group #1 for Hayward (4-56 ONLY)</b> <b>12:20pm Depart Group #2 for Eden (ALL 5 Coaches)</b> <b>3:00pm Depart with Group #2 for Hayward (ALL 5 Coaches)</b>	

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<u>Transport Charge:</u>	<u>\$5,490.00</u>
<b>05/15/18</b>	<b>Signed Contract</b>		<b>08/31/18</b>	<u>Amount Paid</u>	<b>\$0.00</b>
<b>01/25/19</b>	<b>Final Payment</b>			<u>Balance Due</u>	<b>\$5,490.00</b>

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 \_\_\_\_\_



1488 Soccer Court  
Concord, CA 94518-3850  
Phone: 925-687-7705  
Fax: 925-685-5421  
Toll Free  
Website: [www.americanstagetours.com](http://www.americanstagetours.com)  
Email: [info@americanstagetours.com](mailto:info@americanstagetours.com)

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## S.P.A.B Terms and Conditions

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

**Tuesday, October 16, 2018**

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3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

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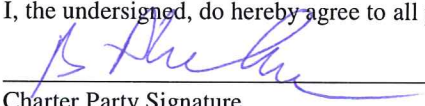
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### DISCLAIMER:

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

# Information Items





**DATE:** November 1, 2018  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Recognition of the Eden Area ROP Teacher of the Year

## **BACKGROUND**

Annually, ACOE hosts an elegant and inspirational award ceremony to honor a Teacher of the Year from each district and Regional Occupational Program. The Eden Area ROP participates in the annual event which gives the opportunity to provide some well-deserved recognition for the teaching staff.

## **CURRENT SITUATION**

The Eden Area ROP Teacher of the Year for 2018 is Michelle Stephens. Mrs. Stephens teaches Marketing at Castro Valley High School.

The ROP is proud of Mrs. Stephens for her commitment and dedication to the students and staff of the Eden Area ROP, as well as her contributions to public education.

ACOE provided the Eden Area ROP with a short video clip that was shown during the Teacher of the Year event that will be presented at tonight's meeting.

## **RECOMMENDATION**

Information only



**DATE:** November 1, 2018  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Evan Goldberg, Grant Coordinator  
**SUBJECT:** Business Partner Breakfast and Business Partners of the Year

### BACKGROUND

The Eden Area ROP and school district programs are supported by our local business community in many ways. To honor those business members who have supported our programs, we hold an annual Business Partners Breakfast. As part of the Business Partners Breakfast, we honor our Business Partners of the Year.

### CURRENT SITUATION

This year, the Eden Area ROP, the four school districts, and the three Chambers of Commerce nominated a total of sixteen Business Partners of the Year. These nominees have a passion and appreciation of school district and ROCP career pathways and a dedication to our students.

The following list of individuals have been nominated and selected as the Eden Area ROP's "Business Partners of the Year:"

<b>Name:</b>	<b>Company:</b>	<b>Nominator:</b>
Bruce Udelf	Baywood Court Retirement Community	Castro Valley/Eden Area Chamber of Commerce
Jonnie Banks	Eden Township Health District	Castro Valley USD
Mary Marquez	Hayward Police Department	Hayward USD
Alvin Jeong	Baxter International	Hayward Chamber of Commerce
Kim Thomason	VCA Lewelling Animal Hospital	San Lorenzo USD
Lisha Fabris	1 <sup>st</sup> United Credit Union	San Leandro USD
Joilah James	Alameda Health Systems	San Leandro Chamber of Commerce
Deidra Daniels	Lots of Love Child Care	Eden Area ROP (Education)
Shawn and Megan Livernoche	High Scores Arcade	Eden Area ROP (Business)
Mohini Lata	Redwood Convalescent Hospital	Eden Area ROP (Health)
Andrew Ghali	Hayward Firefighters Union 1909	Eden Area ROP (First Responders)
Adrienne De Ponte Richard Nield Bill Owen Frank Gouveia	HARD/Hayward Shoreline City of Hayward Arborwell RDO Vermeer	Eden Area ROP (Construction)

### RECOMMENDATION

# Action Items





**DATE:** November 1, 2018  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Adoption of Resolution 3-18/19: In Support of “Bay Area United Against Hate Week”

## **BACKGROUND**

Several cities around the Bay Area are participating in the Bay Area United Against Hate Week, November 11-18, 2018. A list of participating cities can be found at <https://unitedagainsthateweek.org/>

## **CURRENT SITUATION**

In support of Bay Area cities and school districts organizing events that demonstrate inclusion of everyone in our community, this resolution recognizes that Eden Area ROP will support the participation of our students’ participation in their district’s efforts.

## **RECOMMENDATION**

It is recommended that the Governing Board approve the adoption of Resolution 3-18/19: In Support of “Bay Area United Against Hate Week.”



## **Resolution No. 3-18/19**

### **In Support of “Bay Area United Against Hate Week” November 11-18, 2018**

**WHEREAS**, since January 2017, there has been an alarming increase in fringe ideologies using hatred as a means of intimidation; and

**WHEREAS**, numerous policy positions, from wanting to build a wall to most recently separating families at the border, combined with the actions and rhetoric of President Trump, have fueled the normalization of hateful and racist discourse; and

**WHEREAS**, attacks on immigrants, Muslims, people of color, women, the LGBTQI community, and our most vulnerable are now more frequent, resulting in an uptick in hate crimes and the open promotion of xenophobic ideas; and

**WHEREAS**, in response to numerous events and to clearly state our shared values, several cities are participating in the Bay Area against Hate Week to serve as a uniting and hopeful beacon amidst a challenging time, declaring our commitment to inclusivity;

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, the Eden Area ROP supports local efforts declaring November 11 - 18 as "No Hate Week" and will support and encourage participation in appropriate educational and community events.

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 1<sup>st</sup> day of November 2018, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

---

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





**DATE:** November 1, 2018  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the MOU with Got Watts? for the Use of Facilities for the Electrical Trainee Program that is Operated in Concord, CA from September 2018 through September 2019

## **BACKGROUND**

The Eden Area ROP's Governing Board approved the assumption of the Construction Craft Training Center (CCTC) operations on September 1, 2016. As stated in the assumption agreement converting the existing MOU agreements with CCTC for instructional space needs to transition to a MOU agreement with the Eden Area ROP.

## **CURRENT SITUATION**

In order to continue providing services in the Concord area, the Eden Area ROP recommends that we begin a MOU with the Got Watts? facility to provide electrical training to adults. The attached MOU is between Got Watts? and the Eden Area ROP for the facility located at:

2250 Commerce Ave. Suite C., Concord, CA 94520

The MOU will commence from September 1, 2018 to September 1, 2019.

## **RECOMMENDATION**

It is recommended that the Governing Board approve the MOU with Got Watts? for the use of facilities for the Electrical Trainee Program that is operated in Concord, CA from September 2018 through September 2019.

# Memorandum of Understanding

between

Got Watts? Electric & Solar and Eden Area ROP Adult Education

This Memorandum of Understanding (MOU) sets the terms and understanding between **Got Watts?** and **Eden Area ROP Adult Education** who are providing electrical and continuing education classes to adults from September 2018 to September 2019.

## Purpose

The purpose of this MOU is to establish an agreement among the above mentioned parties concerning their respective roles and responsibilities for hosting and conducting electrical and continuing education classes.

## Eden Area ROP Adult Education Mission and Overview

The mission of Eden Area ROP is to prepare students for careers and further education as well as to instill workplace values that will enable them to compete successfully in the economy of today and the future.

Since the MOU is intended to describe and detail how partners will contribute to the establishment and maintenance of the electrical training program, it is important that all partners to the MOU share a collective vision for the program and have a common understanding as to the scope and purpose of the program.

## Duties of Parties

In this section, the responsibilities and agreements of each party is described separately.

For the company, **Got Watts?**, the responsibilities and agreements include:

- ☐ Providing classroom/meeting space that is appropriate for instructional purposes;
- ☐ Classroom/meeting space can be used in the evening Monday thru Thursday from 5pm to 8 pm.;

For the educational institution, **Eden Area ROP Adult Education**, the responsibilities and agreements include:

- ☐ Will provide evidence of liability insurance rider for the Got Watts? facility;
- ☐ Safely instruct students in the agreed classroom/meeting space;
- ☐ Will provide custodial services two times a week at Got Watts?;
- ☐ Will provide funds for instructional classes (salaries, materials and supplies, etc.);
- ☐ Employees of Got Watts? Will receive a \$100 discount per class, provided Eden Area ROP is able to use the facility of Got Watts? for instructional classes;

## Meetings

All major administrative decisions concerning policy and personnel of the electrical program shall be brought to the attention of Eden Area ROP Director of Adult Education. Decisions will be reached by group consensus whenever possible and appropriate. The signing representatives of each party will

meet at least two times per year, or as needed, about key decisions and issues related to a successful program implementation. The Eden Area ROP Director of Adult Education will oversee and make all day-to-day decisions, in consultation with the program staff, when appropriate, for the operations of the program.

#### **Duration**

The agreement is for a period of one year and may be renewed annually.

#### **Procedures for Modification and Termination**

- The MOU may be modified, revised, extended, or renewed by mutual written consent of both parties, by the issuance of a written amendment, signed and dated by both parties. Submission of a revised MOU requires a program amendment to be submitted to the Director of Adult Education.
- Either party of the MOU may terminate their participation in this MOU by giving written notice of intent to terminate to the partner 90 days prior.

#### **Signatures**

All partners in this agreement sign to confirm their acceptance of its terms by their signature.

(Partner signature)

Craig Lang

(Partner Printed Name)

Director of Adult Education

(Position)

clang@edenrop.org

(E-mail)

510-293-2905

(Telephone)

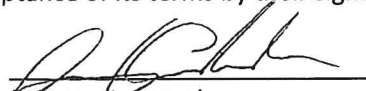
Eden Area ROP Adult Prog

(Organization)

26316 Hesperian Blvd. HAY

(Address)

(Date)

  
(Partner signature)

Jeremy Carlock

(Partner Printed Name)

President

(Position)

jeremy@gotwattselectric.com

(E-mail)

(925) 421-0411

(Telephone)

Got Watts Electric & Solar

(Organization)

2250 Commerce Ave, Suite C, Concord, CA 94520

(Address)

10/5/2018

(Date)



**DATE:** November 1, 2018  
**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 Bishop Building Care for Ongoing Cleaning Services for the Concord Electrical Training Program Campus

## **BACKGROUND**

The Eden Area ROP acquired the Construction Craft Training Center (CCTC) in 2016. CCTC has covered the cost of cleaning the instructional space and restrooms as part of the MOU with the business partners providing the instructional space.

## **CURRENT SITUATION**

The Eden Area ROP has partnered with a new business in Concord to continue running the electrical classes to serve that area. After offering the cleaning contract to three companies, Bishop Building Care won the bid due to their references and competitive service. Bishop Building Care has submitted a bid that covers the scope of work agreed by the Eden Area ROP and Got Watts?

## **RECOMMENDATION**

It is recommended that the Governing Board approve the agreement with Bishop Building Care for ongoing cleaning services for the Concord Electrical Training Program campus.



## **– SCOPE OF WORK –**

**Date:** 2.16.18

**Client:** Got Watts

**2750 Commerce Ave Ste C; Oakland, CA 94520**

*Twice a week - Monday and Wednesday*

### Main Common Area

- Vacuum Floors
- Wipe Down Desks and Tables
- Take Out Trash

### Bathrooms Inside and in Warehouse

- Empty Trash
- Dust Mop floors
- Mop Floors, Clean Toilets and Sinks

### Office

- Vacuum floors
- Empty Trash

### Clean Inside of Front Windows Once a Month





10-10-18

**Janitorial Service Agreement**

This agreement between Bishop Building Care, LLC and Eden Area ROP:

1. SERVICES: Contractor will provide janitorial and related services to Client according to the following location; 2750 Commerce Ave, Concord, CA.
2. TERM: This agreement continues on a month-to-month basis.
3. TERMINATION: Either Contractor or Client may terminate this agreement for any reason by providing a 30-day written notice to the other party. Contractor may terminate service at any time without notice for nonpayment.
4. PRICE: Client agrees to pay the Contractor \$430 per month for the services. Invoicing is done at the beginning of the current month's service and the payment is due on the 10<sup>th</sup> of the current month. A late charge of 1.5% per month shall be paid by the Client to the Contractor on any past due payment not received within 5 days after the payment due date.
5. HOLIDAYS: Contractor is not obligated to perform services on the following holidays: New Years Day, Presidents Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.
6. INSURANCE & TAXES: Contractor agrees to maintain in full force and effect during the term of this agreement the following insurance coverage with regard to work performed for Client under this Agreement:
  - a. Hartford liability insurance with Limits for bodily injury and property damage of not less than \$1,000,000 per occurrence.
  - b. Berkshire Hathaway liability insurance with limits of liability for bodily injury and property damage not less than \$1,000,000 per occurrence.
7. OPTIONAL CLEANING: Contractor will clean at a cost that is negotiable.
8. OPTIONAL MONTHLY SUPPLIES INCLUDED: Bishop Building Care, LLC will provide at a negotiable rate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

**Eden Area ROP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Bishop Building Care, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**DATE:** November 1, 2018  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with Dannis Woliver Kelley (DWK) for Professional Services for the 2018-2019 School Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

The attached is a copy of the Agreement for professional services with Dannis Woliver Kelley (DWK) and the Eden Area ROP through June 30, 2019.

## **RECOMMENDATION**

It is recommended that the Governing Board approve the agreement with Dannis Woliver Kelley (DWK) for professional services for the 2018-2019 school year.



**ROMAN J. MUÑOZ**

Attorney at Law  
rmunoz@DWKesq.com

**Sacramento**

September 17, 2018

Linda Granger  
Superintendent  
Eden Area ROP  
26316 Hesperian Blvd.  
Hayward, CA 94545

Re: 2018 - 19 Agreement for Professional Services

Dear Ms. Granger:

Thank you for the opportunity to provide legal advice and counseling services to the Eden Area ROP. As a law firm that specializes in representing school and community college districts, we understand the vital role our services play in the important work you do.

We look forward to working with you in the coming school year. Please sign both originals of the agreement, insert the date of Board approval, and return one signed original to our office in the envelope provided.

Best regards,

DANNIS WOLIVER KELLEY

  
Roman J. Muñoz  
RJM:pc  
Enclosures

SAN FRANCISCO  
275 Battery Street  
Suite 1150  
San Francisco, CA 94111  
TEL 415.543.4111  
FAX 415.543.4384

LONG BEACH  
115 Pine Avenue  
Suite 500  
Long Beach, CA 90802  
TEL 562.366.8500  
FAX 562.366.8505

SAN DIEGO  
750 B Street  
Suite 2310  
San Diego, CA 92101  
TEL 619.595.0202  
FAX 619.702.6202

SAN RAFAEL  
4040 Civic Center Drive  
Suite 200  
San Rafael, CA 94903  
TEL 415.543.4111  
FAX 415.543.4384

CHICO  
2485 Notre Dame Boulevard  
Suite 370-A  
Chico, CA 95928  
TEL 530.343.3334  
FAX 530.924.4784

SACRAMENTO  
555 Capitol Mall  
Suite 645  
Sacramento, CA 95814  
TEL 916.978.4040  
FAX 916.978.4039

SAN LUIS OBISPO  
1065 Higuera Street  
Suite 301  
San Luis Obispo, CA 93401  
TEL 805.980.7900  
FAX 916.978.4039

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on September 17, 2018, by and between the Eden Area ROP, hereinafter referred to as the ROP, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, the ROP and Attorney agree as follows:

**SCOPE OF SERVICES.** The ROP appoints Attorney to represent, advise, and counsel it from July 1, 2018, through and including June 30, 2019, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

**CLIENT DUTIES.** The ROP shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

**FEES AND BILLING PRACTICES.** Except as hereinafter provided, the ROP agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred thirty-five dollars (\$335) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred thirty-five dollars (\$235) per hour for associates; and one hundred thirty dollars (\$130) to one hundred fifty dollars (\$150) per hour for paralegals and law clerks. The rate for Gregory J. Dannis will be three hundred sixty-five dollars (\$365) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of the ROP, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, the ROP shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

**OTHER CHARGES.** The ROP further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. The ROP agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of the ROP or emergency conditions which occasionally arise.

The ROP further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of the ROP and Attorney, the ROP may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide the ROP officials and/or employees with food or meals at Attorney-sponsored trainings or when working with the ROP officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the ROP under this Agreement.

**BILLING STATEMENT.** Attorney shall send the ROP a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. The ROP shall pay Attorney's statements within thirty (30) days after each statement's date. Upon the ROP office's request for additional statement information, Attorney shall provide a bill to the ROP no later than ten (10) days following the request. The ROP is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

**INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the ROP.

**CONFLICT OF INTEREST.** Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the ROP of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to the ROP. If the ROP has any question about whether Attorney has a conflict of interest in its representation of the ROP in any matter, it may contact Attorney or other legal counsel for clarification.

**TERMINATION OF CONTRACT.** The ROP or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

This space left intentionally blank.



IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

EDEN AREA ROP

\_\_\_\_\_  
Linda Granger  
Superintendent

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

\_\_\_\_\_  
Roman J. Munoz  
Attorney at Law

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

\_\_\_\_\_  
Marilyn L. Jacobs  
Attorney at Law

\_\_\_\_\_  
Date

At its public meeting of \_\_\_\_\_, 2018, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.



**DATE:** November 1, 2018  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with Swing Education for Ongoing Substitute Teacher Services

## **BACKGROUND**

There is a shortage of substitute instructors throughout the state of California. Swing Education matches substitute instructors to vacancies on a regional level.

## **CURRENT SITUATION**

The Eden Area ROP has been unable to fill the vacancies that occur on a regular basis. This results in teachers being unable to participate in professional development opportunities due to a lack of substitutes and administrators being pulled from their regular duties to cover for classes that need an instructor. Participating in the Swing Education platform will provide the Eden Area ROP access to an additional pool of substitute instructors to fill the routine vacancies in our classes. The agreement works on a prepay system e.g., we bank 10 days of substitutes and when those days are used, the daily rate is deducted from the account. When the days are depleted, we bank more days as needed.

## **RECOMMENDATION**

It is recommended that the governing board approve the agreement with Swing Education for ongoing substitute teacher services.



## CALIFORNIA - PAYMENT PLAN - NET 30 - Swing Education Services Agreement

This Swing Education Services Agreement (this “Agreement”) is entered into on **October 10, 2018** (the “Effective Date”) by and between Swing Education, Inc. (“Swing Education,” “we” or “us”) and the School(s) listed on the signature page attached hereto (“School” or “you”).

Please read this Agreement carefully before using any of the Services provided by Swing Education, including those made available to you at or through [www.swingeducation.com](http://www.swingeducation.com) (the “Website”), offered by Swing Education. This Agreement governs your use of the Swing Education Website and all related mobile and web services, including those from third parties that are incorporated or used in conjunction with the Swing Education website and service (collectively, the “Services”).

**1. Services.** Swing Education agrees to provide you with:

- (a) **Access to the Services**, which allows authorized users to post requests for substitute teachers and other additional temporary resources (individually a “SwingSub,” and collectively, the “SwingSubs”) on the Swing Education Website; Track and manage request status; and view additional information about SwingSubs (i.e., a SwingSub profile).
- (b) **Access to Pool of Substitute Teachers and Other Temporary Resources** (the “SwingSub Pool”).
- (c) **Access to Our Verification Services**, which includes (i) confirmation of tuberculosis (TB) tests as required in CA (according to this form, June 25, 2018, <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf>); (ii) whether the SwingSub has obtained a teaching credential or qualifying substitute teaching permit; and (iii) the results of a standard Live Scan Fingerprint Background Check that conforms to California law (collectively, the “Verification Services”).
  - i. **Teaching Credential or Substitute Teaching Permit.** Swing Education consults publicly accessible online records (e.g., through [www.ctc.ca.gov](http://www.ctc.ca.gov)) to confirm whether a sub holds a qualifying permit or credential. Swing Education tracks the expiration dates of the SwingSub’s permit or credential. If a permit or credential expires at any time while the SwingSub is a registered member of the Service, Swing Education will label the SwingSub as “non-credentialed” and the SwingSub will not be able to access any School Requests requiring a substitute teaching permit or teaching credential through the Service.
  - ii. **Live Scan Fingerprint Background Check.** Swing Education reviews the results of the individual’s completed Live Scan check issued by the State of California Department of Justice (CADOJ). Swing Education will also monitor any Live Scan check updates concerning the SwingSub that Swing Education receives from the CADOJ while the SwingSub is a registered member of the Service. SwingSubs are not able to use the Services or register on the Website unless they have successfully passed the background check.

Note: The SwingSub pool includes Subs that do not currently hold a permit or credential. School may use the platform to explicitly request substitute teachers that do not hold a substitute



teaching permit or full-time teaching credential. School is responsible for ensuring accuracy of requests that do not require a substitute with a permit or credential.

- (d) **Limitations.** Swing Education provides the Services as a venue for connecting Schools and substitute teachers. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or Subs. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and Subs, except to provide a platform for Schools to post requests to fill substitute teacher openings and for Subs to review and accept those requests, and to facilitate and collect payments from Schools to Subs for those openings filled through the use of the Services.
- (e) **Relationship with SwingSubs.** The SwingSubs are not employees, agents, or associates of Swing Education in any way and we do not exercise any control over their actions or schedules.

**2. Acceptance of the Terms of Service and Appendix Terms.** In order to use the Website, Swing Education requires users to agree to the Master Terms of Service and Privacy Policy available at [www.swingeducation.com/s/Master-Terms-of-Service.pdf](http://www.swingeducation.com/s/Master-Terms-of-Service.pdf) (the “Website Terms”). By signing this Agreement, you also agree to the Standard Terms contained in Appendix A below.

**3. Payments.** Payment for the services of a SwingSub will be made to Swing Education according to the following:

- (a) **Daily Pay Rates.** All pay rates will be set by the School in its discretion (the “Daily Pay Rates”). Swing Education does not set daily pay rates. Any request over 4 hours is assigned the full-day pay rate and anything 4 hours or less is assigned the half-day pay rate.
- (b) **Service Fee.** Swing charges a 25% fee (“Service Fee”), based on the Daily Pay Rates, for a successful fill.
- (c) **Amount Due Per Request.** The amount due (“Amount Due”) for a request will be the Daily Pay Rate plus the Service Fee, multiplied by the number of days that the SwingSub was engaged by the School.
- (d) **Cancellations.** Requests that are filled by a SwingSub, and canceled within 24 hours of the start time of the request (and not related to performance reasons) will be invoiced for the Daily Pay Rate plus Service Fee. Current cancel policy options and terms are highlighted in the Terms of Service.
- (e) **Invoicing.** Upon execution of this contract, Swing Education will bill the School the amount of: \$2,250.00 (Top-Up Amount).

This Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as services are rendered based on the Amount Due. Once the School’s Account Balance drops below \$1,125.00, Swing will invoice the Top-Up Amount again.

Swing Education will maintain ongoing records of the School’s Top Ups, Draw Downs, and Account Balance. These records will be provided to the school at least quarterly. Swing Education reserves the right to discontinue service if the School’s Account Balance drops below an acceptable threshold. Any Account Balance will be refunded to the School upon written request without interest (unless required by local law). All or any portion of the Account Balance may be used by Swing Education to (i) cure School’s default in payment of invoices and (ii) pay



SwingSub(s) for work completed at the School in advance of the Amount Due being collected from the School.

School shall pay all invoices within thirty (30) days of Swing Education's invoice date.

- (f) **Late Payments.** Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. Swing Education reserves the right to suspend or terminate School's use of the services until any outstanding balance is paid.

**4. Recruitment.** If you want to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee to cover costs associated with finding, screening and onboarding the sub, and anticipated loss of revenue.

**5. Disclaimer of Warranties.** The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SWING EDUCATION EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF USERS ON OR OFF THE SWING EDUCATION SERVICES, INCLUDING WITHOUT LIMITATION THE PROVISION OF ANY SERVICES BY ANY SWINGSUB. FURTHERMORE, BEYOND THE VERIFICATION SERVICES WE PROVIDE, SWING EDUCATION MAKES NO WARRANTY, REPRESENTATION OR CONDITION AS TO THE EFFECTIVENESS, COMPETENCE, SKILL, OR BEHAVIOR OF THE SWINGSUBS. YOU HEREBY EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF THE SWINGSUBS WHILE THEY ARE ENGAGED BY YOU, ON YOUR PREMISES, AND/OR PERFORMING THE DUTIES FOR WHICH YOU ENGAGE WITH THEM.

**6. Limitation of Liability.** Swing Education takes its verification responsibilities seriously, including verifying that subs undergo the Live Scan background check and that Swing Education reviews the information provided by the Live Scan check. However, our verification responsibilities are limited to the services specifically outlined in this Agreement, and we cannot ensure the accuracy of the results we receive from the DOJ or FBI.

EACH PARTY SHALL DEFEND INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, INCLUDING AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ALL CLAIMS OF THIRD PARTIES, AND ALL ASSOCIATED LOSSES, TO THE EXTENT ARISING OUT OF (A) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (B) A MATERIAL BREACH BY A PARTY OF ANY OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS UNDER THIS AGREEMENT.

EXCEPT AS REQUIRED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR MORE THAN THE AMOUNT RECEIVED BY SWING EDUCATION AS A RESULT OF YOUR USE OF THE SERVICES IN THE TWELVE MONTH PERIOD PRECEDING THE DATE YOU FIRST ASSERT A CLAIM.





*[Signature Page Follows]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

**SWING EDUCATION, INC.**

\_\_\_\_\_  
Michael Teng  
CEO

Date: \_\_\_\_\_

Address:  
700 S. Claremont Street  
San Mateo, CA 94402

**SCHOOL: Eden Area Regional Occupational Program Center**

*Linda Granger*

Name: Linda Granger  
Title: Superintendent

Date: 10/11/2018

Address: 26316 Hesperian Blvd  
Hayward, CA 94545



## Appendix A: Standard Terms

**1. FERPA Compliance.** The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds get prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While Swing Education does not anticipate any disclosure of records, if you are a School and FERPA applies to you, you hereby agree to the following:

- (a) You shall designate your selected SwingSub as an "other school official" under FERPA, who have a "legitimate educational interest" in using and accessing such Educational Records, and you hereby represent and warrant that (a) You have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Swing Education, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA; and
- (b) You shall not disclose to Swing Education any information protected by FERPA, and that you shall indemnify and hold harmless Swing Education for any disclosures, inadvertent or otherwise, from you, your authorized users, administrators, teachers, staff, students, or other persons who have access to such information.

**2. Confidentiality.** Both parties may receive information that is proprietary to or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of Schools' confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.

**3. Dispute Resolution.** Please read this section carefully. It is part of your contract with Swing Education and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

- (a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, including the Services, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.
- (b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education should be sent to: Swing Education, Inc., 181 Centre St., #5, Mountain View, CA 94041. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by



any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

- (c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules") shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.
- (d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- (e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.
- (f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.
- (g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation



should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

- (h) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- (i) **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- (j) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- (k) **Survival.** This Arbitration Agreement will survive the termination of your relationship with Swing Education.
- (l) **Small Claims Court.** Notwithstanding the foregoing, either you or Swing Education may bring an individual action in small claims court.
- (m) **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- (n) **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
- (o) **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California, for such purpose.

#### 10. General Provisions

- (a) **Attorneys' Fees.** The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.
- (b) **Notices.** All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party.









- (c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (d) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- (e) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.
- (f) **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.
- (g) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (h) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- (i) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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TITLE	Eden Area ROP & Swing Education Services Agreement
FILE NAME	Eden Area ROP - C...nd Payment Pl.pdf
DOCUMENT ID	9812bef8f5d12b8f52c6b8c6c633ee1e9a7ff0ee
STATUS	● Out For Signature

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## Document History

 SENT	<b>10/10/2018</b> 21:45:04 UTC	Sent for signature to Linda Granger (lgranger@edenrop.org) and Michael Teng (mike@swingeducation.com) from alisia@swingeducation.com IP: 38.142.181.10
 VIEWED	<b>10/11/2018</b> 16:01:07 UTC	Viewed by Linda Granger (lgranger@edenrop.org) IP: 206.110.252.122
 SIGNED	<b>10/11/2018</b> 16:02:23 UTC	Signed by Linda Granger (lgranger@edenrop.org) IP: 206.110.252.122
 INCOMPLETE	<b>10/11/2018</b> 16:02:23 UTC	This document has not been fully executed by all signers.

**DATE:** November 1, 2018  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Marites Fermin, Business Manager  
**SUBJECT:** Request the Governing Board to approve the Proposal from School Site Solutions, Inc. (SSS) for Project Management and Construction Management Services for the Roofing and HVAC Replacement for the 2018-2019 School Year

## BACKGROUND

Buildings A, H, F, G and C roofs are in need of replacement. The current roofs are polyurethane foam and are near the end of their useful life. We have been patching the leaks for several years now and have been informed that this strategy will no longer be effective. Additionally, the HVAC in buildings A, H, F and G are also in need of full replacement.

## CURRENT SITUATION

To begin the process, HUSD recommends that we hire a construction management service. School Site Solutions, Inc. (SSS) is a school facilities consulting firm that specializes in school construction management services for K-12 school districts. SSS will provide management services in the construction of both the roof and HVAC for the Eden Area ROP as outlined in the proposal attached.

Fiscal Impact: \$58,500

## RECOMMENDATION

It is recommended that the Governing Board approve the proposal from School Site Solutions, Inc. (SSS) for project management and construction management services for the roofing and HVAC replacement for the 2018-2019 school year.

October 10, 2018

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

**Subject:** Eden Area ROP Roofing Replacement and HVAC Project Management and Construction Management Services.

Dear Mrs. Granger

School Site Solutions, Inc. (SSS) is pleased to provide a proposal for the Eden Area ROP Roofing Replacement and HVAC Project for Project Management and Construction Management Services.

SSS was founded in 2003 as a school facilities consulting firm located in Sacramento, California. SSS specializes in school site selection, acquisition, State approvals, Department of Toxic Substances Control oversight, CEQA compliance services, eligibility and funding services, bond program planning assistance and project and construction management services for K-12 school districts all over the state of California. In total, we have served over 150 school district clients in this capacity. If our firm is selected as your District's Consultant, School Site Solutions, Inc. will hold the primary responsibility in the project and construction management of the HS pool project.

Please do not hesitate to contact me at 916.930.0736 should you have any questions or require clarification on any aspect of this proposal. We thank you very much for the opportunity to submit a proposal and be considered for your bond program needs.

Best regards,

C. John Dominguez  
President

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*School Site Solutions, Inc.*

*Page*

*1*

**EDEN AREA ROP**  
**Project Management/Construction Management Services**  
**Roofing Replacement and HVAC Upgrades**

***PROPOSED SCOPE OF WORK***

SSS will provide Project Management and Construction Management services in order to assist the district in Project and Construction Coordination and Management assistance for the Eden Area ROP Roofing Replacement and HVAC Project.

In consideration of the services provided, the District will pay to SCHOOL SITE SOLUTIONS, Inc. fees of \$58,500.00 for construction management project costs.

***Change Order Scope:***

Project coordination/management/construction management services will include includes the following:

SCHOOL SITE SOLUTIONS, Inc. will provide the District with the following services:

- Liaison between the district, school site administrators, parents and staff, architects, consultants and contractors, to assure the project is accomplished in accordance with approved policies and procedures;
- Interpret, enforce and assist in the development of policies, methods and procedures relating to school construction and rehabilitation activities; and
- Ensure that project stays within budget, conforms to established schedules and makes timely Project modifications. Assist the District with project and construction management, including daily coordination during the duration of the Project.
- Assist in coordinating District architects, contractors, environmental consultants and State Agencies in addressing facility issues, if necessary.

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*School Site Solutions, Inc.*

*Page*

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- Participate in all preconstruction activities; coordination of constructability reviews, assisting in the development of construction phasing and scheduling, assist in bidding process, job walks, analysis of bids before final contracts are awarded and preconstruction conferences.
- Assist Architect with construction management services as needed.
- Coordinate proposals for construction contracts.
- Work with Architect to develop bid documents and administer bidding process.
- Develop, monitor and maintain a master timelines for the construction project.
- Attend all construction meetings as scheduled and prepare weekly construction updates.
- Prepare construction updates and report at monthly School Board meetings.
- Consult with staff, architects and other team members weekly and as needed.
- Track and review budget with the District as necessary.
- Track and review all change orders.

### ***PROJECT SCHEDULE***

SSS anticipates this Scope of Work under the provisions of this contract to be completed by the beginning of August 2019.

### ***CONTRACTED SERVICES***

Should the District wish to retain SSS for other services, SSS will provide separate Proposals and Contract Agreements for each service upon written or verbal approval of our proposal.

Where possible, SSS will make every effort to coordinate and share travel time and expenses with other nearby school districts, reducing the overall cost.

The Eden Area ROP will be responsible for providing project information in a timely manner, verifying all data prepared by SSS and shall be responsible for consulting with legal counsel related to the preparation of document forms and reports.



Changes to the State facilities program and additional requirements by the regulatory agencies and duties requested outside the scope of the contract may impact the provisions of this proposal.

#### **FIRM CONTACT INFORMATION**

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<b>FIRM NAME &amp; LOCATION</b>	School Site Solutions, Inc. 2015 H Street Sacramento, CA 95811
<b>PHONE / FAX</b>	916.930.0736 Phone 916.930.0788 Fax
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## **FIRM PROFILE**

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***School Site Solutions, Inc.*** (SSS) is an “S” Corporation co-founded in June 2003 by Mr. C. John Dominguez, President and Mr. James F. Bush. SSS is a small consulting firm consisting of two principals, three staff members and one accounts manager. The principal, Mr. Dominguez, has over 30 years of school facilities planning experience, and our staff has considerable experience in dealing with a variety of issues related to school facilities.

SSS is a school facilities consulting firm specializing in the identification, approval and acquisition of new K-12 school sites. Since its inception, SSS has had contracted with over 200 school districts, county offices of education, charter organizations and private development companies. Our main function is to assess problems and coordinate specific studies to satisfy State school site approval regulations. We have steadily expanded our services to include educational and facility master planning, educational specifications and bond program implementation. In 2008, after extensive experience managing CEQA consultants on school projects, we were pleased to add CEQA compliance services to our own repertoire. We are also now offering the state and federal school facility eligibility and funding services of Ms. Bills-Dacong to our clients. Currently, we have already completed or are currently working on projects for over 40 school districts from Central to Northern California.

SSS is located in the downtown area of Sacramento, California, near many of the State agencies involved in school facilities planning. We work closely with the California Department of Education (CDE) on the approval of sites and plans. We also coordinate with other governmental agencies such as the Department of Toxic Substances Control, State Allocation Board, Office of Public School Construction, State Division of Aeronautics, and local governmental agencies involved in the review and approval process of school facilities. Being near these State agencies has made it possible for us to maintain a positive and productive working relationship with these agencies, increasing our level of expertise, and allowing us to continually move projects forward.

# Communications





# Alameda County Office of Education

L. Karen Monroe  
Superintendent

September 14, 2018

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Peter Oshinski, President  
Board of Education  
Eden Area ROP  
26316 Hesperian Blvd.  
Hayward, CA 94545

RE: 2018-19 Adopted Budget

Dear President Oshinski:

In accordance with Education Code Section 42127, we have examined the Adopted Budget of Eden Area ROP for fiscal year 2018-19 to determine if it complies with the Criteria and Standards adopted by the State Board of Education, and if it allows the ROP to meet its financial obligations during the upcoming and subsequent two fiscal years.

Based on our review and analysis, we are satisfied that the Adopted Budget approved by the ROP's Governing Board accurately reflects the financial status of the ROP and is consistent with the State's Criteria and Standards. We therefore approve the Adopted Budget.

We want to express our appreciation to Marites Fermin, the ROP staff, the Governing Board, and the community for their continued diligence and hard work. If you have any questions or concerns regarding our review process, please feel free to call me at (510) 670-4140.

Sincerely,

L. Karen Monroe, Superintendent  
Alameda County Office of Education

cc: Board of Education, Eden Area ROP  
Linda Granger, Superintendent, Eden Area ROP  
Marites Fermin, Business Manager, Eden Area ROP  
Spencer Mead, Interim Assoc. Superintendent, Business Services, ACOE  
Natalie Zaderey, Director, District Advisory Services, ACOE

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