

GOVERNING BOARD MEETING AGENDA

Thursday, September 6, 2018 5:45 pm

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

Website: www.edenrop.org

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



Governing Board Members

Peter Oshinski, President Dot Theodore, Vice-President Marilyn Stewart, Member Dr. 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, September 6, 2018

Time: 5:45 p.m.

AGENDA

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

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

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

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

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

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

A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of June (pages 5-10)

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- B. Request the Governing Board to approve the Bill Warrants (pages 11-25)
- C. Request the Governing Board to approve the Personnel Action Items (pages 26-28)
- D. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 29-30)
- E. Request the Governing Board to approve the Declaration of Obsolete or Surplus Items (page 31)
- F. Request the Governing Board to approve the DECA Overnight Field Trips for the 2018-2019 School Year (page 32)
- G. Request the Governing Board to approve the SkillsUSA Overnight Field Trips for the 2018-2019 School Year (page 33)
- H. Request the Governing Board to approve the Attendance of Staff at the NFTE National Competition (page 34)
- I. Request the Governing Board to approve the List of Charter Bus Companies for Transportation (pages 35-38)
- J. Request the Governing Board to approve the Agreement with the Alameda County Office of Education (ACOE) for Delivery Services for the 2018-2019 School Year (pages 39-41)
- K. Request the Governing Board to approve the Agreement with Atkinson, Andelson, Loya, Ruud and Romo (AALRR) for Legal Services for the 2018-2019 School Year (pages 42-48)
- L. Request the Governing Board to approve the Agreement with Chris Floethe for Consulting for the Electrical Trainee Program for the 2018-2019 School Year (pages 49-55)
- M. Request the Governing Board to approve the Agreement with Del Conte Landscaping, Inc for Landscaping for the 2018-2019 School Year (pages 56-68)
- N. Request the Governing Board to approve the Agreement with Elearning Experts for Moodle Services for the 2018-2019 School Year (pages 69-92)
- O. Request the Governing Board to approve the Agreements with the JPA Member Districts for CTE Programs for the 2018-2019 School Year (pages 93-116)
- P. Request the Governing Board to approve the Agreement with Michael's Transportation Service, Inc for San Lorenzo Unified School District Student Transportation for the 2018-2019 School Year (pages 117-121)
- Q. Request the Governing Board to approve the Agreement with the National Center for Executive Leadership and School Board Development to Provide Support for the Administrative Team for the 2018-2019 School Year (pages 122-126)
- R. Request the Governing Board to approve the Agreement with Tim DeGrano as a Criminal Justice Program Teacher Consultant for the 2018-2019 School Year (pages 127-133)

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- S. Request the Governing Board to approve the Contract with Chabot College for College Credit and Dual Enrollment Services for the 2018-2019 School Year (pages 134-139)
- T. Request the Governing Board to approve the Contract with Chabot College for Work Based Learning Services for the 2018-2019 School Year (pages 140-145)
- U. Request the Governing Board to approve the Lease Agreement with L&M Investments for the Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA from October 2018 through September 2019 (pages 146-152)
- V. Request the Governing Board to approve the MOU with the Alameda County Office of Education (ACOE) for Payroll Services for the 2018-2019 School Year (pages 153-158)
- W. Request the Governing Board to approve the MOU with the Associated Builders and Contractors of Northern California (ABC NorCal) for the 2018-2019 School Year (pages 159-161)
- X. Request the Governing Board to approve the MOU with the CRY-ROP for CTE TEACH for the 2018-2019 School Year (pages 162-166)
- Y. Request the Governing Board to approve the MOU with the Hayward Unified School District for the Independent Study Teacher to Support the Hayward Promise Neighborhoods Program for the 2018-2019 School Year (pages 167-169)
- Z. Request the Governing Board to approve the MOU with the Hayward Unified School District for Student Transportation for the 2018-2019 School Year (pages 170-172)
- AA. Request the Governing Board to approve the MOU with the San Lorenzo Unified School District for Student Transportation for the 2018-2019 School Year (pages 173-178)

VII. Information Items

- A. ROP Pathway Review-Education (pages 179-180)
- B. ROP Pathway Review-Networking (pages 181-182)
- C. Opening of School for the 2018-2019 School Year (page 183)
- D. Dates for the Sophomore Tours and the Student Awards Ceremony (page 184)
- E. Eden Area ROP Service Awards (page 185)

VIII. Action Items

- A. Request the Governing Board to approve the 2017-2018 Unaudited Actuals Income and Expenditure Report (page 186)
- B. Request the Governing Board to approve the MOU with the Envision Education to Enroll Students at the Eden Area ROP Center for the 2018-2019 School Year (pages 187-190)

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- Request the Governing Board to approve the adoption of Resolution 1-18/19: Mid-Year Revision:
 Signature Card-Authorized Agents for Payroll Warrants and Disbursements and Resolution 2-18/19:
 Mid-Year Revision: Signature Card-Authorized Agents for Official Documents and Reports (pages 191-193)
- D. Request the Governing Board to approve the Administrative Personnel as Competent to Evaluate Certificated Staff and Review Policy 4315.1 (page 194-197)
- E. Request the Governing Board to approve the Public Disclosure of the Eden Area ROP Employees' Agreement for the 2017-2018 and 2018-2019 Salary and Health & Welfare Increases (pages 198-212)
- F. Request the Governing Board to approve the Revised Salary Schedules (pages 213-224)

IX. Superintendent's Report

X. Communications

A. Letter from the Alameda County Office of Education regarding the Second Interim (page 225)

XI. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

XII. Recess to Closed Session

A. Public Employee Performance Evaluation: Superintendent's Goals(Government Code Sec. 54957)

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

A. Public Employee Performance Evaluation: Superintendent's Goals(Government Code Sec. 54957)

XIV. Adjournment

Consent Calendar





Minutes of the Regular Meeting of the ROP Governing Board June 8, 2018

I. Call to Order

Trustee Peter Oshinski, President, called the meeting to order at 5:03 p.m. on Friday, June 8, 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, Superintendent's Executive Assistant.

Eden Area ROP Governing Board Present:

Peter Oshinski, President San Leandro USD Marilyn Stewart, Member San Lorenzo USD Gary Howard, Alternate Castro Valley USD

Eden Area ROP Governing Board Absent:

Dr. Robert Carlson, Member Hayward USD
Dot Theodore, Vice President Castro Valley USD

Superintendent: Linda Granger- present

ROP Administrators in Attendance:

Craig Lang Director

Bernie Phelan Assistant Director of Off-Site Programs

Marites Fermin Business Manager

ROP Staff in Attendance:

Tammey Brown Dental Assisting Program Instructor

Heather Bystrom Medical Careers Instructor

Diana Engel Accounts Receivable/Purchasing Technician

Mercedes Henderson Personnel Coordinator

Laura Jagroop Marketing/Computer App Instructor
Gabriela Juarez Superintendent's Executive Assistant
Instructional Support Specialist

John Lane Instructional Support Specialist

Diana Lopez Program Specialist
Deborah Maynard Marketing Instructor
Michelle Stephens Marketing Instructor

Phyllis Trieu Administrative Support Specialist

III. Pledge of Allegiance

Bernie Phelan led the pledge of allegiance.

IV. Mission Statement

Craig Lang read the Eden Area ROP mission statement.

V. Approval of Agenda

Trustee Gary Howard moved to approve the agenda and Trustee Marilyn Stewart, seconded the motion. By the following vote the agenda was approved.

AYES: 3 (Howard, Oshinski, Stewart)

NOES: 0 ABSTAIN: 0

ABSENT: 2 (Carlson, Theodore)

VI. Consent Calendar

Trustee Gary Howard moved to approve the Consent Calendar items as follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of May 3, 2018
- B. Approve the Bill Warrants Items
- C. Approve the Personnel Action Items
- D. Approve the Listed Donations- Einiro and Joanna Kawada
- E. Approve the Listed Donations- Matt Long
- F. Approve the Reimbursement to San Lorenzo Unified School District for Payment to Michael's Transportation for the 2017-2018 School Year
- G. Approve the Revised Agreement with Abraham Hill for Direct Support Professional Training for the 2018-2019 School Year
- H. Approve the Revised Agreement with Cindy Christovale for Direct Support Professional Training for the 2018-2019 School Year
- I. Approve the Agreement with Castro Valley Unified School District for Student Transportation for the 2018-2019 School Year
- J. Approve the Agreement with Flagship Facility Services Inc. for Janitorial Services for the 2018-2019 School Year
- K. Approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2018-2019 School Year
- L. Approve the Contract with Zamora & Sons Painting for Painting Services for the 2018-2019 School Year
- M. Approve the MOU with Hayward Unified School District for the 2018 Summer School Programs
- N. Approve the MOU with San Leandro Unified School District for the 2018 Summer School Program
- O. Approve the MOU with San Lorenzo Unified School District for the 2018 Summer School Program
- P. Approve the MOU with San Lorenzo Unified School District for Transportation of San Leandro USD Students for the 2018 Summer School Program
- Q. Approve the Classification and Destruction of Records

Trustee Marilyn Stewart seconded the motion.

AYES: 3 (Howard, Oshinski, Stewart)

NOES: 0 ABSTAIN: 0

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ABSENT: 2 (Carlson, Theodore)

VII. Information Items

A. The Superintendent's Evaluation Timeline

Linda Granger, Superintendent, shared the Superintendent's evaluation timeline for the 2018-2019 school year.

VIII. Action Items

Open Public Hearing for the Eden Area ROP Adopted Budget for the 2018-2019 Fiscal Year

Trustee Peter Oshinski opened the public hearing at 5:05 p.m. for the Eden Area ROP adopted budget for the 2018-2019 fiscal year to recognize the ROP funds and the use of them in 2018-2019. The Board solicited comments from the public on the budget. No one from the public responded and thus the public hearing was closed.

Close Public Hearing

The public hearing was closed at 5:06 p.m.

A. Request the Governing Board to approve the Adopted Budget for the 2018-2019 Fiscal Year

Upon review of and a motion by Trustee Marilyn Stewart and a second by Trustee Gary Howard, the Governing Board approved the Adopted Budget for the 2018-2019 fiscal year.

AYES: 3 (Howard, Oshinski, Stewart)

NOES: 0 ABSTAIN: 0

ABSENT: 2 (Carlson, Theodore)

Open Public Hearing for the Eden Area ROP Adoption of the Recommended Textbooks for the 2018-2019 School Year

Trustee Peter Oshinski opened the public hearing at 5:17 p.m. for the Eden Area ROP adoption of recommended textbooks for the 2018-2019 school year. The Board solicited comments from the public on the adoption of textbooks. No one from the public responded and thus the public hearing was closed.

Close Public Hearing

The public hearing was closed at 5:18 p.m.

B. Request the Governing Board to approve the Adoption of the Recommended Textbooks for the 2018-2019 School Year

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Upon review of and a motion by Trustee Gary Howard and a second by Trustee Marilyn Stewart, the Governing Board approved the adoption of recommended textbooks for the 2018-2019 school year.

AYES: 3 (Howard, Oshinski, Stewart)

NOES: 0 ABSTAIN: 0

ABSENT: 2 (Carlson, Theodore)

C. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2018-2019 School Year

The Superintendent brought to the Board's attention that ACOE had released the date of the Teacher of the Year Ceremony. The date of the event conflicts with the October Board meeting. To resolve this issue the Board has agreed to change the start time of the Board meeting from 5:45 pm to 5:00 pm.

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Marilyn Stewart, the Governing Board approved the calendar of Governing Board meetings for the 2018-2019 school year with the noted change to the start time of the October 4th Board meeting.

AYES: 3 (Howard, Oshinski, Stewart)

NOES: 0 ABSTAIN: 0

ABSENT: 2 (Carlson, Theodore)

D. Request the Governing Board to approve the Adoption of Resolution 13-17/18: Funding California Public Schools at the National Average or Higher

Upon review of and a motion by Trustee Marilyn Stewart and a second by Trustee Gary Howard, the Governing Board approved adoption of Resolution 13-17/18: Funding California Public Schools at the National Average or Higher.

AYES: 3 (Howard, Oshinski, Stewart)

NOES: 0 ABSTAIN: 0

ABSENT: 2 (Carlson, Theodore)

E. Request the Governing Board to approve the Lease Agreement with KBA Docusys for Copier and Fax Services for 2018-2023 School Years

Upon review of and a motion by Trustee Marilyn Stewart and a second by Trustee Gary Howard, the Governing Board approved the Lease Agreement with KBA Docusys for copier and fax services for 2018-2023 school years.

AYES: 3 (Howard, Oshinski, Stewart)

NOES: 0 ABSTAIN: 0

ABSENT: 2 (Carlson, Theodore)

IX. Superintendent's Report

Linda Granger was excited to report that the Eden Area ROP was selected as part of Promise Neighbor work to participate with Promise Neighborhoods and Promise Zones throughout the nation as a community of practice to discuss the development of career pathways. We are one of seven Promise Neighborhoods throughout the country that were identified to participate for in school youth and there are another seven that are focusing on out of school youth.

X. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

None

XI. Recess to Closed Session

The meeting was called into closed session at 5:26 pm

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

 Designated Representative: Marites Fermin, Unrepresented employees

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

The meeting resumed to open session at 6:02 p.m.

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

The superintendent's evaluation was finalized. It was a positive evaluation. No action was taken in closed session.

B. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)

Designated Representative: Marites Fermin, Unrepresented employees

Upon review of and a motion by Trustee Marilyn Stewart and a second by Trustee Gary Howard, the Governing Board approved for the 2017-2018 school year an increase on every step on the classified salary schedule by \$1.50/hour, an increase on the certificated hourly rate for high school and adult education programs by \$1.50/hour and an additional \$3,060.50 to benefits for all other employee groups. This will be retroactive to July 1, 2017.

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For the 2018-2019 school year the board approved an increase to every step on the classified salary schedule by \$1.50/hour, an increase to the certificated hourly rate for high school and adult education programs by \$1.50/hour and an additional \$3,060.50 to benefits for all other employee groups. It was also approved to increase Teacher work days by 2 days, making work year from 183 days to 185 days and increase the Work Based Learning Specialist work days from 10 months to 11 months.

AYES: 3 (Howard, Oshinski, Stewart)

NOES: 0 ABSTAIN: 0

ABSENT: 2 (Carlson, Theodore)

XIII. Action Items

F. Request the Governing Board to approve the 2018-2019 High School Student Calendar

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Marilyn Stewart, the Governing Board approved the 2018-2019 high school student calendar.

AYES: 3 (Howard, Oshinski, Stewart)

NOES: 0 ABSTAIN: 0

ABSENT: 2 (Carlson, Theodore)

XIV. Adjournment

The meeting was adjourned at 6:05 p.m.	
Approved by the Eden Area ROP Governing Board	
Linda Granger, Superintendent	
Clerk to the ROP Governing Board	



FROM: Linda Granger, Superintendent

PREPARED BY: Sabrina Ubhoff, Accounting Technician

SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of May 21, 2018 through August 15, 2018 and include test warrant numbers and voided warrants.



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.



FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Quarterly

Report on Williams Act Complaints and Resolutions

BACKGROUND

Education Code 35186 (d) requires the following:

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

CURRENT SITUATION

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



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

Quarterly Report on Williams Act Complaints

[Education Code 35186 (d)]

Report	through: <u>July 1, 2018</u>							
Distr	rict:	Eden Area Regional Occupational Program						
Pers	on completing this form:	Gabriela Juarez						
Title	:	Superintendent's Executive Assistant						
	rterly Report Submission (check e: <u>July 1, 2018</u>	one)→ ☐ January 2018 ☐ April 2018 ☐ July 2018 ☐ October 2018						
Date fo	or information to be reported pu	ublicly at the Governing Board meeting: <u>September 6, 2018</u>						
Please	check the box that applies:							
	No complaints were filed with quarter indicated above.	any school in the district during the						
	•	nools in the district during the quarter g chart summarizes the nature and .						

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

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Linda Granger, Superintendent	

EdenAreaROP

DATE: September 6, 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 Declaration of

Obsolete or Surplus Items

CURRENT SITUATION

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

CURRENT SITUATION

The following item is either nonfunctional, obsolete or surplus.

Quantity	Item	Location	Status
1	2001 Volvo S60 Turbo	Building F	Surplus



FROM: Linda Granger, Superintendent

PREPARED BY: Lauren Kelly, Assistant Director of Educational Services
SUBJECT: Request the Governing Board to approve the DECA

Overnight Field Trips for the 2018-2019 School Year

BACKGROUND

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

CURRENT SITUATION

Each year the Eden Area ROP Marketing students participate in DECA activities and field trips. Below for your approval is a list of overnight field trips for the 2018-2019 school year.

Date	Activity	Location
November 15-18, 2018	Western Region Leadership Conference	Anaheim, CA
January 18-20, 2019	Nor-Cal District Career Development Conference	San Ramon, CA
February 28-March 3, 2019	State Career Development Conference	Anaheim, CA
April 26-May 1, 2019	International Career Development Conference	Orlando, FL



FROM: Linda Granger, Superintendent

PREPARED BY: Lauren Kelly, Assistant Director of Educational Services SUBJECT: Request the Governing Board to approve the SkillsUSA

Overnight Field Trips for the 2018-2019 School Year

BACKGROUND

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

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

CURRENT SITUATION

Each year the Eden Area ROP students participate in SkillsUSA competitive events. Below for your approval is a list of 2018-2019 overnight events for those who are eligible:

Date	Activity	Location
April 24-29, 2019	CA State Championship	Ontario, CA
June 22-29, 2019	SkillsUSA National	Louisville, KY
	Championship	



FROM: Linda Granger, Superintendent

PREPARED BY: Lauren Kelly, Assistant Director of Educational Services

SUBJECT: Request the Governing Board to approve the Attendance of

Staff at the NFTE National Competition

BACKGROUND

The Eden Area ROP has partnered with the Network for Teaching Entrepreneurship (NFTE) program. The Network for Teaching Entrepreneurship's mission is to provide programs that inspire young people from low-income communities to stay in school, to recognize business opportunities and to plan for successful futures.

CURRENT SITUATION

Each year the Eden Area ROP Entrepreneurship students participate in NFTE activities and field trips. Last spring, one student from Mt. Eden High School, and one student from San Leandro High School qualified to compete in NFTE's National Competition in New York City on October 11, 2018 for a chance to win up to \$35,000. Both of these students have graduated from high school. NFTE will cover two \$500 travel stipends for the teachers to attend the competition and the cost of travel for the students to attend the competition.

Fiscal Impact

Approximately \$1,500 in travel expenses



FROM: Linda Granger, Superintendent

PREPARED BY: Lauren Kelly, Assistant Director of Educational Services

SUBJECT: Request for Governing Board to approve the List of Charter

Bus Companies for Transportation

BACKGROUND

The Eden Area ROP contracts with charter buses to transport students safely on field trips and sophomore tours.

CURRENT SITUATION

The attached is a copy of the certificates of liability insurance for three charter bus companies eligible to transport students.

CHARTER BUS COMPANIES							
American Stage Tours							
Golden West Travel							
Professional Charter							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

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CERTIFICATE OF LIABILITY INSURANCE

3/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

SUBJECT: Request the Governing Board to approve the Agreement

with the Alameda County Office of Education (ACOE) for

Delivery Services for the 2018-2019 School Year

BACKGROUND

Each year the Eden Area ROP contracts with the Alameda County Office of Education (ACOE) to provide delivery and pick-up services.

CURRENT SITUATION

The attached agreement reflects the agreement between the Eden Area ROP and the Alameda County Office of Education for pick-up and delivery services which covers from July 1, 2018 through June 30, 2019.



2018/2019

Delivery Services Agreement With The Alameda County Office of Education

For the purposes of this agreement between Alameda County Office of Education and **Eden Area ROP** of Alameda County, a public corporation, organized and existing under and by virtue of the laws of the State of California, the former party shall be referred to as the COUNTY OFFICE and the latter as the DISTRICT.

It is herewith agreed that the COUNTY OFFICE shall provide a delivery service for which the DISTRICT agrees to pay. The service, however, may be cancelled at any time by the COUNTY OFFICE with 30 days written notice to the DISTRICT. It is not anticipated that such an action would take place unless the costs of operating the program are excessive.

The cost of providing the service is \$3,737.31 for 2018/2019 with payment in full to be made upon billing by the COUNTY OFFICE. The charge may be increased or decreased should operating costs exceed or fall below the projections; however, all districts involved would receive their pro-rated share of the increased costs or cost reductions.

The term of this contract is from July 1, 2018 through June 30, 2019.

The current delivery and pick-up will occur based on your current schedule of 3 days per week, but only on the days that the COUNTY OFFICE is open.

Delivery to the DISTRICT shall be made to the following address only: (Please contact Denise Carrillo to make any address or contact changes at 510-670-4273 or email: dcarrillo@acoe.org)

26316 Hesperian Blvd. Hayward, CA 94545

The contact person at the delivery site will be:

Marites Fermin (510) 293-2900

The COUNTY OFFICE will:

- 1. Pick up district requested materials, envelopes and financial documents addressed to schools/districts at the COUNTY OFFICE and deliver to the address noted above. Each daily delivery shall be limited to an aggregate of fifty pounds (50#).
- 2. Deliver district requested materials, envelopes and financial documents picked up from the DISTRICT to the COUNTY OFFICE or re-routed to any of the districts participating in the service subject to the same restrictions noted in #1.
- 3. Have the driver bonded to the maximum amount available under COUNTY OFFICE insurance program.

4. The COUNTY OFFICE will bill the DISTRICT on or about the middle of the fiscal year.

The DISTRICT will:

- 1. Herewith authorizes the County's drivers to sign for and carry vendor warrants and "out-of-cycle" (manual) payroll warrants to and from the COUNTY OFFICE.
- 2. Shall not use the delivery service to transport case (coin and currency) for deposit.
- 3. Herewith <u>authorizes</u> / <u>does not authorize</u> (cross out one) the transmittal of deposits (checks only) to the COUNTY OFFICE via the delivery service.
- 4. Assumes full responsibility for replacing or reissuing any materials produced by it and shipped via the delivery service which might be lost, stolen, destroyed or in some way damaged and will hold the COUNTY OFFICE harmless from any liability attached to the loss or destruction of the material being carried.

Eden Area ROP agrees to defend, indemnify and hold harmless the Alameda County Office of Education, its officers, agents, employees and assigns for any and all liability arising out of the negligent or wrongful act of any of them in connection with this agreement. This agreement shall not extend to acts of omissions found to be intentional or grossly negligent by a court of competent jurisdiction.

Insurance coverage for vehicle usage under this agreement is being provided by the COUNTY OFFICE. However, since said office maintains a \$10,000.00 deductible at the present time, DISTRICT executing this agreement herewith acknowledges the deductible as being chargeable to the Delivery Service Program.

IN WITNESS WHEREOF, the COUNTY OFFICE has executed this agreement and the said DISTRICT has agreed to the provision described.

Eden Area ROP	Jeffrey B. Potter, Chief Business Officer
Alameda County	
State of California	Alameda County Office of Education
Authorized Agent	for Alameda County Office of Education
Date:	Date:5.22.18



FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Agreement

with Atkinson, Andelson, Loya, Ruud and Romo (AALRR) for

Legal Services for the 2018-2019 School Year

BACKGROUND

For the past few years Atkinson, Andelson, Loya, Ruud and Romo has provided necessary legal services for the Eden Area ROP.

CURRENT SITUATION

The attached is a copy of the Attorney Representation Agreement between Atkinson, Andelson, Loya, Ruud and Romo and the Eden Area ROP through June 30, 2019.

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and, EDEN AREA ROP, hereinafter referred to as "ROP."

II. PURPOSE

The ROP desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the ROP's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. <u>Standard Hourly Rate Services</u>

ROP agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	\$305.00
Partners/Senior Counsel	\$280.00
Senior Associates	\$270.00
Associates	\$260.00
Non-Legal Consultants	\$230.00
Senior Paralegals/Law Clerks	\$205.00
Paralegals/Legal Assistants	\$195.00

2. Fixed Fee Services

ROP agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	\$4,500
A half day of training (up to 4 hours)	\$3,000

A two hour training	\$2,500
A one hour training	\$1,750

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the ROP agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the ROP of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. <u>Costs and Expenses</u>

In addition to the fees described above, the ROP agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the ROP. This administrative fee is in lieu of charging the ROP for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of ROP are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the ROP; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the ROP with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

If the Law Firm retains, with authorization from the ROP, experts or outside consultants for the benefit of the ROP, rather than the ROP contracting directly with any expert or outside consultant, the ROP agrees to pay a five percent (5%) "consultant processing fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the ROP. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the ROP on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement,

will be due to the Law Firm from the ROP by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the ROP in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

- 2. The Law Firm shall bill in one-quarter hour increments.
- 3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour).
- 4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the ROP or while providing legal services at the ROP, it may be necessary for the Law Firm to provide billable services to other clients.
- 5. ROP agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the ROP's receipt thereof shall be deemed to signify the ROP's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

C. <u>Termination of Representation on a Particular Matter</u>

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the ROP on a particular matter upon the occurrence of any one or more of the following events:

- 1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;
- 2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;
- 3. Upon a failure of the ROP to perform any of the ROP's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;
- 4. Upon a failure of the ROP to perform any of the ROP's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the ROP.

In the event that the Law Firm ceases to perform services for the ROP on a matter, the ROP agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs

advanced, and retrieve all of its files, signing a receipt therefor. Further, the ROP agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the ROP will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. <u>Consent to Joint Representation</u>

The ROP acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The ROP acknowledges that it is often in the best interest of the ROP for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the ROP hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation

The ROP agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the ROP, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the ROP.

F. Services performed by Law Firm-provided Non-legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the ROP's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the ROP provide its informed written consent to this arrangement to prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The ROP is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the ROP outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the ROP periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the ROP with daily legal concerns. The Law Firm will send those and other additional service notices to the ROP via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the ROP and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Miscellaneous

- 1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.
- 2. The parties agree that the Law Firm, while engaged in 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.
- 3. After a file on a matter is closed, the ROP has a right to request the Law Firm to return the file to the ROP. Absent such a request, the Law Firm shall retain the file on the ROP's behalf.

IV. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

V. <u>DURATION</u>

This Agreement shall commence July 1, 2018 and terminate on June 30, 2019 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the ROP up to a maximum of five (5) years duration per Education Code section 17596.

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FROM: Craig Lang, Director of Adult Programs

SUBJECT: Request the Governing Board to approve the Agreement with

Chris Floethe for Consulting for the Electrical Trainee Program

for the 2018-2019 School Year

BACKGROUND

The Eden Area ROP and Construction Craft Training Center (CCTC) had a long partnership. When CCTC applied for approval to provide training services, we applied jointly with them and were assigned school #109 by the Department of Industrial Relations. CCTC has been providing this training for adults for 30 years.

CURRENT SITUATION

Past Executive Director of CCTC, Chris Floethe, will provide consulting services related to the daily operations, business partner development, student placement, relocation, etc. for the 2018-2019 school year.

Fiscal Impact:

Funds to cover his salary will come from the revenue generated from the electrical trainee program.

CONSULTING AGREEMENT - EDEN AREA ROP AND CHRISTOPHER FLOETHE

This Agreement is made effective as of September 01, 2018, by and between Eden Area ROP, of 26316 Hesperian Blvd., Hayward, California 94545, and Chris Floethe, of

In this Agreement, the party who is contracting to receive services shall be referred to as "Eden Area ROP", and the party who will be providing the services shall be referred to as "Chris Floethe".

Chris Floethe has a background in Administration, Marketing and Development of Construction Training Programs and is willing to provide services to Eden Area ROP based on this background.

Eden Area ROP desires to have services provided by Chris Floethe.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES. Beginning on September 01, 2016, Chris Floethe will provide the services (collectively, the "Services") as referenced in the attached Proposal. Services to include: Administrating and Marketing the California State Approved Eden Area ROP Electrical Trainee Program #109 in Northern California, Accelerated Industrial Electrical Program, Continuing Education Programs for California State Certified Electricians, Online Electrical Certification programs in outlying areas and any other necessary offerings related to these programs. Provide training, input and guidance to Eden Area ROP staff. Develop and maintain relationships with the Construction Industry to insure employment opportunities for all students enrolled at the Eden Area ROP Electrical Trainee Programs. Receive approval through the Employment Training Panel to be an approved provider on their ETPL. Identify the process needed to receive Veterans Administration Approval to train returning and existing veterans and receive funding for that training.
- **2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Chris Floethe shall be mutually agreed upon. Eden Area ROP will rely on Chris Floethe to work as many hours as may be reasonably necessary to fulfill Chris Floethe's obligations under this Agreement not to exceed 8 hours per day over 220 identified work days in a school year.
- **3. PAYMENT.** Eden Area ROP will pay a fee to Chris Floethe for the Services based on \$61.50 per hour. This fee shall be payable monthly, no later than the last day of the month following the period during which the Services were performed.
- **4. EXPENSE REIMBURSEMENT.** Chris Floethe shall be entitled to reimbursement from

Eden Area ROP for the following "out-of-pocket" expenses: travel expenses.

- **5. SUPPORT SERVICES.** Eden Area ROP will provide the following support services for the benefit of Chris Floethe: office space, staff and secretarial support and office supplies.
- **6. NEW PROJECT APPROVAL.** Chris Floethe and Eden Area ROP recognize that Chris Floethe's Services will include working on various projects for Eden Area ROP. Chris Floethe shall obtain the approval of Eden Area ROP prior to the commencement of a new project.
- **7. TERM/TERMINATION.** The term of this agreement is 1 year from September 1, 2018 until August 31, 2019. It can not be renewed without Eden Area ROP Board of Directors approval.
- **8. RELATIONSHIP OF PARTIES.** It is understood by the parties that Chris Floethe is an independent contractor with respect to Eden Area ROP, and not an employee of Eden Area ROP. Eden Area ROP will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Chris Floethe.
- **9. DISCLOSURE**. Chris Floethe is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of Eden Area ROP. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:
 - any activity that Chris Floethe may be involved with on behalf of Eden Area ROP
 - Anything that will impede the success of the transition of the State Approved Electrical Training Program
- **10. EMPLOYEES.** Chris Floethe's employees, if any, who perform services for Eden Area ROP under this Agreement shall also be bound by the provisions of this Agreement. At the request of Eden Area ROP, Chris Floethe shall provide adequate evidence that such persons are Chris Floethe's employees.

11. INDEMNIFICATION.

Chris Floethe agrees to indemnify and hold harmless Eden Area ROP from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Eden Area ROP that result from the acts or omissions of Chris Floethe, Chris Floethe's employees, if any, and Chris Floethe's agents.

Eden Area ROP agrees to indemnify and hold harmless Chris Floethe from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Chris Floethe that result from the acts or omissions of Eden Area ROP, Eden Area ROP's employees, if any, and Eden Area ROP's agents.

12. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

- a. Consultant's Intellectual Property. Chris Floethe does not personally hold any interest in any Intellectual Property.
- b. Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by Chris Floethe (or Chris Floethe's employees, if any) during the term of this Agreement shall be the property of Eden Area ROP. Chris Floethe shall sign all documents necessary to perfect the rights of Eden Area ROP in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, Chris Floethe shall sign all documents necessary to assign the rights to such Intellectual Property to Eden Area ROP. Chris Floethe agrees to assign to Eden Area ROP, without further consideration, its entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to each Invention Idea, developed within the scope of this agreement, for Eden Area ROP, whether or not patentable. In the event any Intellectual Property shall be deemed by Eden Area ROP to be patentable or otherwise registrable, Chris Floethe shall assist Eden Area ROP (at Eden Area ROP's expense) in obtaining letters patent or other applicable registrations thereon and shall execute all documents and do all other things (including testifying at Eden Area ROP's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest Eden Area ROP, or any Affiliated Company specified by the Board, with full title thereto.
- **13. OWNERSHIP OF SOCIAL MEDIA CONTACTS.** Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, Youtube, or other social media networks) used or created on behalf of Eden Area ROP are the property of Eden Area ROP.
- **14. CONFIDENTIALITY.** Eden Area ROP recognizes that Chris Floethe has and will have the following information:
 - future plans
 - business affairs
 - process information
 - trade secrets
 - technical information
 - customer lists
 - copyrights

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Eden Area ROP and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Chris Floethe agrees that Chris Floethe will not at any time or in any manner, either directly or indirectly, use any Information for Chris Floethe's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Eden Area ROP. Chris Floethe will protect the Information

and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

15. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that Chris Floethe has disclosed (or has threatened to disclose) Information in violation of this Agreement, Eden Area ROP shall be entitled to an injunction to restrain Chris Floethe from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Eden Area ROP shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

16. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

17. RETURN OF RECORDS. Upon termination of this Agreement, Chris Floethe shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Chris Floethe's possession or under Chris Floethe's control and that are Eden Area ROP's property or relate to Eden Area ROP's business.

18. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Eden Area ROP:

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

IF for Chris Floethe:

Chris Floethe
Chris Floethe
Consultant

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

- **20. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- **21. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- **22. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- **23. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.
- **24. INTERRUPTION OF SERVICE.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.
- **25. ASSIGNMENT.** Chris Floethe agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of Eden Area ROP. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of Eden Area ROP with, or its merger into, any other corporation, or the sale by Eden Area ROP of all or substantially all of its properties or assets, or the assignment by Eden Area ROP of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.
- **26. SIGNATORIES.** This Agreement shall be signed on behalf of Eden Area ROP by Linda Granger, Superintendent and on behalf of Chris Floethe by Chris Floethe, Consultant and effective as of the date first above written.

	y receiving services: on Area ROP
Luc	11711 ca 1001
Ву:	
	Craig Lang Director of Adult Programs
	y providing services: is Floethe
Ву:	
	Chris Floethe
	Consultant



DATE: September 6, 2018
TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Agreement with

Del Conte Landscaping Inc. for Landscaping for the 2018-2019

School Year

BACKGROUND

Each year the Eden Area ROP contracts for landscaping services.

CURRENT SITUATION

The attached agreement provides details of the services provided by Del Conte Landscaping Inc. for the 2018-2019 school year.

CONSENT CALENDAR

41900 Boscell Rd, Fremont, CA 94538 • (510) 353-6030 • (510) 353-6036 (fax) • Cont. Lic # 672485 www.dclandscaping.com

LANDSCAPE MAINTENANCE SERVICES AGREEMENT FOR Eden Area R.O.P. ("Client") This is an agreement for landscape maintenance services ("Agreement") between the above-named Client and Del Conte's Landscaping, Inc. with principal place of business at 41900 Boscell Road, Fremont, California 94538, CSLB: 672485 ("Contractor"). A. SUBJECT PROPERTY 1. Job Site Name and Location Eden Area R.O.P. 26316 Hesperian Blvd. Hayward, CA 94545 ("Job Site") 2. Main Office Address Eden Area R.O.P. Attn: Marites Fermin 26316 Hesperian Blvd. Hayward, CA 94545 ("Main Office")

DCL Initial Eden Area ROP Initial



B. SCOPE OF SERVICES

1. Lawn Care

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

2. Shrubbery and Groundcover

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



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

3. Trees

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



4. General Care

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

5. Irrigation

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



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

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

IRRIGATION REPAIR PRE-AUTHORIZATION



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

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

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

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



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

EXIGENT CIRCUMSTANCE CONSENT

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

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

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

6. Miscellaneous

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

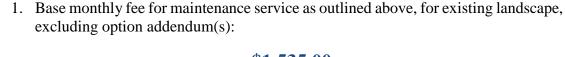


minutes will be billed as T&M at \$100.00 per hour. Production hours are 7:00 a.m. - 3:30 p.m., Monday through Friday, excluding holidays.

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



C. PAYMENT TERMS



\$1,535.00

("Base Monthly Maintenance Service Fee")

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

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

D. TERM AND TERMINATION

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

June 1st, 2018

("Effective Date")

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



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

E. DEFAULTS, COLLECTION, AND MECHANIC'S LIENS

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

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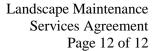
5. The Contractors' State License Board (hereinafter "CSLB") is the state consumer protection agency that licenses and regulates construction contractors. For more information about the CSLB, visit www.cslb.ca.gov or write to CSLB at P.O. Box 2600, Sacramento, California 95826.

F. GENERAL INDEMNIFICATION

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

G. CONTRACT TERMS

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





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

executed this _		parties cause this Agreement to be duly signed and in the City of		
CONTRACTOR:		CLIENT:		
X		X		
	Del Conte's Landscaping,			
Company:	Inc.	Company:		
Signor's Name:	Tom Del Conte	Signor's Name:		
Position/Title:	President	Position/Title:		
Date Signed:		Date Signed:		
Location:	41900 Boscell Common Fremont, CA 94538	Location:		



DATE: September 6, 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 eLearning Experts for Moodle Services for the 2018-

2019 School Year

BACKGROUND

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

CURRENT SITUATION

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

CONSENT CALENDAR

July 18, 2018

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

Dear Robert,

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

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

Our Understanding of Your Needs

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

Recommendations

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

Virtual Training – training opportunities to work with our staff in becoming familiar with Moodle are available. This can include short sessions to address a specific need or adjusted to meet a particular need or process.

Proposal

Moodle LMS Hosting and Server Support (Non-profit/School, annual) 5/18/2018 through 5/18/2019 - Up to 500 active users at 10% concurrency or 50 logged in users 50GB storage - 10 Moodle Support hours per year from Elearning Experts Help Desk (add'l hours at +\$100.00) - 365/24/7 server support - Latest terms and conditions applies. See http://elearningexperts.net/terms for details Moodle 3.2 site at https://class.edenrop.org - SSL certificate cost included	site	\$2,100.00/yr	\$2,100.00

- Virtual Training
 5 hours
 \$150.00/hr
 \$750.00
 - Hourly rate, delivered via webinar tool in up to 2 hour increments customized for your needs.
 - Expires after 1 year.
 - Suggested topics: Assistance backing up and restoring courses from Moodle 2.2 to Moodle 3.2, creating and enrolling users via CSV file, additional topics as time permits.
 - Not to exceed 5 hours without client authorization.

Total \$2,850.00 USD

Conclusion

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

Renewal costs for 2018 are approximately \$2,850.00 for Moodle hosting and supplementary Moodle training.

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

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

Terms

Net 30.	
This proposal is accepted and agreed upon by bo agreements linked here for your convenience and	
Elearning Experts Universal Terms of Service Agr Elearning Experts Service Agreement, January 20	-
For Eden Area ROP	For Elearning Experts LLC
Printed Name	Printed Name
 Date	18 July 2018 Date

Addendum A: Universal Terms of Service Agreement Moodle Clients

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

ELEARNING EXPERTS LLC BOX 1055 Yorktown, Virginia 23692

email: accounts@elearningexperts.net

phone: 888.928.3848

January, 2018

1. Your relationship with ELEARNING EXPERTS LLC

- 1.1 Your use of ELEARNING EXPERTS' products, software, services and Web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by ELEARNING EXPERTS LLC under a separate written agreement) is subject to the terms of a legal agreement between you and ELEARNING EXPERTS LLC, whose principal place of business is at 8918 Geo Wash Mem Hwy, Yorktown VA 23690. This document explains how the agreement is made up and sets out some of the terms of that agreement.
- 1.2 Your agreement with ELEARNING EXPERTS LLC will also include Additional Terms applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms." Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.
- 1.3 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and ELEARNING EXPERTS LLC in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".
- 1.4 If there is any contradiction between what the Additional Terms say and what the

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

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

2. Accepting the Terms

- 2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.
- 2.2 You can accept the Terms by: (a) purchasing any Service, or (b) actually using the Services. In this case, you understand and agree that ELEARNING EXPERTS LLC will treat your use of the Services as acceptance of the Terms from that point onwards.
- 2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with ELEARNING EXPERTS LLC, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.
- 2.4 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

3. Provision of the Services by ELEARNING EXPERTS LLC

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

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

- 3.3 As part of this continuing innovation, you acknowledge and agree that ELEARNING EXPERTS LLC may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at ELEARNING EXPERTS LLC's sole discretion, with a 30 day written notice to you. You may stop using the Services with a 60 day written notice to ELEARNING EXPERTS LLC. Should Elearning Experts stop providing Services to you or to users generally, you will receive a pro-rata refund for any and all remaining balances based on contractual terms. Other termination rights are outlined in Section 12.2.
- 3.4 You acknowledge and agree that if ELEARNING EXPERTS LLC disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content that is contained in your account. In the event ELEARNING EXPERTS LLC disables your account for more than five business days, you will receive a pro-rata refund for any and all remaining balances based on contractual terms.
- 3.5 You acknowledge and agree that ELEARNING EXPERTS LLC has set a fixed upper limit on the number of transmissions you may send or receive through the Services (10 Mbit/s [megabits per second]) and a set a limit on the amount of storage space used for the provision of any Service and you agree to those limits.
- 3.6 ELEARNING EXPERTS LLC's service contracts are for a duration of 12 months and renew annually unless expressly defined otherwise.

4. Use of the Services by You

4.1 In order to access certain Services, you may be required to provide information

about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to ELEARNING EXPERTS LLC will always be accurate, correct and up to date. Please see our most recent Privacy Policy for details (http://elearningexperts.net/terms).

- 4.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).
- 4.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by ELEARNING EXPERTS LLC, unless you have been specifically allowed to do so in a separate agreement with ELEARNING EXPERTS LLC. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.
- 4.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). Routine use of your software license or subscription is not in and of itself a disruption.
- 4.5 Unless you have been specifically permitted to do so in a separate agreement with ELEARNING EXPERTS LLC, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
- 4.6 You agree that you are solely responsible for (and that ELEARNING EXPERTS LLC has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which ELEARNING EXPERTS LLC may suffer) of any such breach.

5. Your passwords and account security

5.1 You agree and understand that you are responsible for creating <u>secure</u> passwords and maintaining the confidentiality of passwords associated with any account you use

to access the Services.

- 5.2 Accordingly, you agree that you will be solely responsible to ELEARNING EXPERTS LLC for all activities that occur under your account.
- 5.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify ELEARNING EXPERTS LLC immediately at support@elearningexperts.net or via our helpdesk portal at http://elearningexperts.net/support

6. Privacy and your personal information

- 6.1 For information about ELEARNING EXPERTS LLC's data protection practices, please read ELEARNING EXPERTS LLC's Privacy Policy at http://elearningexperts.net/terms. This policy explains how ELEARNING EXPERTS LLC treats your personal information, and protects your privacy, when you use the Services.
- 6.2 You agree to the use of your data in accordance with ELEARNING EXPERTS LLC's Privacy Policies.

7. Content in the Services

- 7.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".
- 7.2 You should be aware that Content presented to you as part of the Services, may be protected by intellectual property rights which are owned by the authors or publishers who provide that Content to ELEARNING EXPERTS LLC (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by ELEARNING EXPERTS LLC or by the owners of that Content, in a separate agreement.

- 7.3 ELEARNING EXPERTS LLC reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. ELEARNING EXPERTS LLC may provide tools to filter out explicit sexual content or remove them manually. This hosting service is not designed for adult content and will be cause for termination of the service.
- 7.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.
- 7.5 You agree that you are solely responsible for (and that ELEARNING EXPERTS LLC has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which ELEARNING EXPERTS LLC may suffer) by doing so.

8. Proprietary rights

- 8.1 Unless you have agreed otherwise in writing with ELEARNING EXPERTS LLC, nothing in the Terms gives you a right to use any of ELEARNING EXPERTS LLC's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.
- 8.2 Other than the limited license set forth in Section 11, ELEARNING EXPERTS LLC acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with ELEARNING EXPERTS LLC, you agree that you are responsible for protecting and enforcing those rights and that ELEARNING EXPERTS LLC has no obligation to do so on your behalf.
- 8.3 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services unless you have expressed written permission from

ELEARNING EXPERTS LLC.

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

9. License from ELEARNING EXPERTS LLC

- 9.1 ELEARNING EXPERTS LLC gives you non-assignable and non-exclusive license to use the software provided to you by ELEARNING EXPERTS LLC as part of the Services as provided to you by ELEARNING EXPERTS LLC (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by ELEARNING EXPERTS LLC, in the manner permitted by the Terms.
- 9.2 Unless ELEARNING EXPERTS LLC has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

10. Content license from you

- 10.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services.
- 10.2 You understand that ELEARNING EXPERTS LLC, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit ELEARNING EXPERTS LLC to take these actions.
- 10.3 You confirm and warrant to ELEARNING EXPERTS LLC that you have all the rights, power and authority necessary to grant the above license.

11. Software updates

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

12. Ending your relationship with ELEARNING EXPERTS LLC

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

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

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

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

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

- ELEARNING EXPERTS LLC is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or the provision of the Services to you by ELEARNING EXPERTS LLC is, in ELEARNING EXPERTS LLC's opinion, no longer commercially viable. Except in the case of a termination because of your breach, following any early termination by ELEARNING EXPERTS LLC, a pro-rata refund will be provided to you effective from the date that the specified Services are no longer available to you.
- 12.4 Nothing in this Section shall affect ELEARNING EXPERTS LLC's rights regarding provision of Services under Section 3 of the Terms.
- 12.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and ELEARNING EXPERTS LLC have benefited from, been subject to (or which have accrued over time while the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

13. Exclusion of warranties

- 13.1 Nothing in these terms, including sections 14 and 15, shall exclude or limit ELEARNING EXPERTS LLC's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.
- 13.2 You expressly understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available." Any service level assurance will be as set forth in a separate service agreement between you and ELEARNING EXPERTS LLC.

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

represent or warrant to you that:

- your use of the services will meet your requirements,
- your use of the services will be uninterrupted, timely, secure or free from error,
- any information obtained by you as a result of your use of the services will be

accurate or reliable, and

- that defects in the operation or functionality of any software provided to you as part
- of the services will be corrected.
- 13.4 Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.
- 13.5 No advice or information, whether oral or written, obtained by you from ELEARNING EXPERTS LLC or through or from the services shall create any warranty not expressly stated in the terms.
- 13.6 ELEARNING EXPERTS LLC further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

14. Limitation of liability

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

including but not limited to loss or damages a result of:

- any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services;
- any changes which ELEARNING EXPERTS LLC may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);
- the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the services;
- your failure to provide ELEARNING EXPERTS LLC with accurate account information;
- your failure to keep your password or account details secure and confidential.
- 14.2 The limitations on ELEARNING EXPERTS LLC's liability to you in paragraph 14.1 above shall apply whether or not ELEARNING EXPERTS LLC has been advised of or should have been aware of the possibility of any such losses arising.

15. Copyright and trade mark policies

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

16. Other content

- 16.1 The Services may include hyperlinks to other web sites or content or resources. ELEARNING EXPERTS LLC may have no control over any web sites or resources that are provided by companies or persons other than ELEARNING EXPERTS LLC.
- 16.2 You acknowledge and agree that ELEARNING EXPERTS LLC is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
- 16.3 You acknowledge and agree that ELEARNING EXPERTS LLC is not liable for any loss or damage which may be incurred by you as a result of the availability of

those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such as web sites or resources.

17. Changes to the Terms

17.1 ELEARNING EXPERTS LLC may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, ELEARNING EXPERTS LLC will make a new copy of the Universal Terms available at http://elearningexperts.net/terms. Terms will be made available to you from within, or through, the affected Services. Attempts will be made to notify you directly of these changes via email and through the Elearning Experts Support Portal.

17.2 You understand and agree that if you continue to use the Services 30 days after the date on which the Universal Terms or Additional Terms have changed, ELEARNING EXPERTS LLC will treat your use as acceptance of the updated Universal Terms or Additional Terms. Prior to 30 days after the change in the Universal Terms and any Additional Terms, you may terminate your Services with ELEARNING EXPERTS LLC without penalty and receive a pro-rata refund for any and all remaining balances based on contractual terms.

18. General legal terms

18.1 Sometimes when you use the Services; you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or ELEARNING EXPERTS LLC. Your use of these other services, software or goods may be subject to separate terms between you and the ELEARNING EXPERTS LLC or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

18.2 The Terms constitute the whole legal agreement between you and ELEARNING EXPERTS LLC and govern your use of the Services (but excluding any services which ELEARNING EXPERTS LLC may provide to you under a separate written agreement), and completely replace any prior agreements between you and ELEARNING EXPERTS LLC in relation to the Services.

18.3 You agree that ELEARNING EXPERTS LLC may provide you with notices,

including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

18.4 You agree that if ELEARNING EXPERTS LLC does not exercise or enforce any legal right or remedy which is contained in the Terms (or which ELEARNING EXPERTS LLC has the benefit of under any applicable law), this will not be taken to be a formal waiver of ELEARNING EXPERTS LLC's rights and that those rights or remedies will still be available to ELEARNING EXPERTS LLC.

18.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

18.6 You acknowledge and agree that each member of the group of companies of which ELEARNING EXPERTS LLC is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or ELEARNING EXPERTS LLC shall be a third party beneficiary to the Terms.

18.7 The Terms, and your relationship with ELEARNING EXPERTS LLC under the Terms, shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. You and ELEARNING EXPERTS LLC agree to submit to the exclusive jurisdiction of the courts located within the County of York, Virginia to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that ELEARNING EXPERTS LLC shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Addendum B: Elearning Experts Service Agreement

Application Hosting

Elearning Experts LLC provides support and hosting for open-source software including, but not limited to: Moodle and Totara LMS / Totara Learn. Elearning Experts LLC maintains local repositories of each hosted software which are periodically updated, tested and installed to each client's application as a matter of policy.

Support

Each Elearning Experts LLC support and hosting package includes a specified number of support hours. Hours are tracked and logged against support cases. Authorized portal users may open cases using the Support Portal found at elearningexperts.net/support. Clients who receive Custom Level Services may request support via phone or directly from their Virtual Site Administrator. Such clients have received specific information on those contact numbers at the time they contracted services.

Availability

Elearning Experts LLC's Support Desk responds to online support tickets from 7:00 AM to 7:00 PM Central Time, Monday through Friday. Emergency support is available 24/7/365 for the unlikely event of "site-down". While it is possible to leave a request for support via the messaging system on our main phone line, those messages are reviewed no more frequently than every 2 hours and only during regular business hours. To avoid delays in response, clients **must** use the support portal for support issues.

The Support Desk observes the following US holidays:

New Years Day Independence Day Day after Thanksqiving

President's Day Columbus Day Christmas Eve

Training Day (2nd Mon in Thanksgiving Day Christmas Day

April)

Memorial Day

Support Cases

All cases are processed and investigated in order of priority and time of submission. After a case has been opened, Elearning Experts LLC customers can expect a response within one business day.

Case Priority	Type of Issue	Example
Critical	Site is unavailable or unusable for all users.	No user is able to login. Site is inaccessible to all users.
Urgent	Significant problems with functionality or performance. Issue is not resolvable after initial troubleshooting and/or known workarounds.	Site is functional, but page load times are unacceptably prolonged (i.e. <45 sec on cable modem). Backup and/or restore functions are not working. You have a major gradebook issue during critical educational or compliance requirement timeframe.
Important	Other performance issue or individual user problem.	Other unexpected behavior within the course site. Grades appear to be inaccurate. Feedback is not displaying for individual student. Email notifications are not occurring or are delayed.

Normal	Routine inquiries regarding tool function, configuration, capabilities, etc. Reporting bugs or requesting bug fixes. Instructional support. Requests for information not available in the Elearning Experts' Knowledge Base.	Clarification on setting up Groups. Configuration of Reports. Customization of messages generated within LMS. Bug report.
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Response and Target Resolution Times

Case Priority	Initial Response	Resolution Target
Critical	Within 1 hour	ASAP 24/7/365
Urgent	Within 1 business day	1 business day
Important	Within 1 business day	2 business days
Normal	Within 1 business day	3 business days

Resolution may be defined as one or more of the following:

- The issue was fully corrected, a solution was provided, or a question was answered as fully as possible.
- A feature is now working as expected.
- We were unable to reproduce the issue and will need to be notified if/when problem reoccurs.
- The request involved a third-party product. The client has been provided with information on how to contact support for that product (when possible).
- Support is not available for the issue and we have provided an explanation of why this is the case.
- Resolution of the problem is not possible given the client's current contract.

Resolution is not possible due to the state of technology.

Please note that actual resolution times vary depending on the complexity of the issue and the availability of troubleshooting data. Additionally, software occasionally behaves in ways that are not easily explained or replicated. Our priority is to correct immediate problems. Detailed explanations of why a problem may have occurred and/or what we did to fix it will be provided as time allows. This explanation will often not be offered within the target resolution times. Please also note that with regard to open source LMS products and proprietary course authorware, Elearning Experts LLC has no control over bug fixes.

Elearning Experts Uptime

Coverage. Elearning Experts' 99.9% uptime pledge applies to any client in good financial standing with us at the time of a hosted service outage.

Service Level. Elearning Experts strives to have our hosted services available for use by any party in the world 99.9% of the time.

Credits. In the event that our hosted services do not achieve 99.9% uptime in a calendar month, the client will be eligible for hosting service credit as follows:

Monthly Uptime	Credit
99.9 and above	No Credit
<99.9% to 98%	½ month of service credit added to the end of contract term
<98%	1 month of service credit added to the end of contract term

The client must provide a written request for service credit within 30 days of the hosted service outage. Client may receive up to one month of service credit for a calendar month where the uptime guarantee is not met.

Storage

Each hosting package includes a specified storage limit. Storage includes all sites and user created backups. If this limit is exceeded, the account is considered to be in breach of this agreement and Elearning Experts LLC will contact the customer to offer suggestions for site cleanup in order to bring the overall storage back within the limit of the hosting plan.

Bandwidth and Video Streaming

Additionally, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other client's use of the Elearning Experts SaaS Service, nor represent (in Elearning Experts' sole judgment) an unusually great burden on our network itself. By way of example, common activities that may cause excessive bandwidth consumption in violation of our terms of use include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using media streaming, and (b) file transfer protocols.

Software Upgrades

Maintaining software is an essential part of ensuring a fully functional, bug-free e-learning environment. It is also a critical component of maintaining a sound and smooth-running infrastructure. To that end, it is the policy of Elearning Experts LLC to correct known security issues automatically and as quickly as is feasible for all clients. Should a security issue arise, please expect to be advised that a fix is forthcoming. Be prepared to experience some minimal downtime while these serious concerns are corrected. Additionally, maintaining the most current version of software is helpful in avoiding security vulnerabilities. It allows us to provide you with the best support possible – since all our clients are running the most recent, stable version of the software. Depending on your contract and type of service, your options regarding scheduling upgrades may vary.

Small and Standard Hosting Clients

Clients who are not on Enterprise, Academic or Business level plans will experience emergency security fixes without mandatory notice. Software upgrades to the most recent supported/tested version will typically occur on the 15th day of every other month (February, April, June, August, October, December) between the hours of 11pm and 3am Central Time – as deemed necessary by Elearning Experts. Full point upgrades are scheduled using technical support time on your contract.

Academic and Business Hosting Clients

Academic and Business Hosting Clients will experience emergency security fixes with a minimum of 3 hours notice. Academic and Business Hosting Clients have the option of arranging these upgrades outside the normally scheduled hours. Clients who are beyond a 2-month window of our most recent upgrade schedule will be contacted to arrange the next scheduled upgrade.

Enterprise and Custom Hosting Clients

Enterprise and Custom Hosting Clients will be subject to emergency security fixes with a minimum of 3 hours notice. Enterprise and Custom Hosting Clients may have specific customization issues that can be affected by routine upgrades. All upgrade needs will be addressed on a case-by-case basis.

Software Additions and Customizations

The availability of software additions, customizations, integrations and other add-ons are determined by your current level of service/contract. Please reach out to the Business Office if you wish to have a team member reach out to discuss changes to your current service plan.

Moodle and Totara LMS Add-ons

Elearning Experts allows add-ons and vetted plugins which meet the following criteria:

- They are actively maintained by experienced Moodle coders
- They are version compatible with your installation
- They are stable from both functional and security standpoints

Additional tools which have been pre-installed on your site may be accessed and enabled/disabled/configured via the Site Administration panel of the LMS. Elearning Experts will advise clients of significant issues that arise in these add-ons through our monthly newsletter, The Elearning Expert, or via email in cases of urgent security issues.

Third Party Add-ons

Elearning Experts LLC maintains a list of tested third party add-ons for which clients may require external license to use.

Backups

Elearning Experts LLC performs backups at the following schedule:

Daily	performed between 11:00pm and 3:00am, retained for 8 days;
Weekly	performed between 11:00pm and 3:00am starting on the 1st of the month and retained for 4 weeks;
Monthly	Performed between 11:00pm and 3:00am starting on the 1st of the month retained for 4 weeks;

Custom backup solutions are performed according to contract.



DATE: September 6, 2018
TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Agreements

with the JPA Member Districts for CTE Programs for the

2018-2019 School Year

BACKGROUND

Each year the Eden Area ROP enters into Agreements for its District Contracted Programs (DCP) with the four members of the JPA. Since ROPs are no longer funded on an ADA model, the district superintendents agreed it would be beneficial for the ROP to provide some level of support to all CTE teachers. In alignment with this decision, the DCP agreements have been revised and renamed CTE Programs Agreements.

CURRENT SITUATION

Attached are copies of the CTE Programs Agreements (formerly DCP) for each member district from July 1, 2018 through June 30, 2019 to cover Career/Occupational Training programs prepared and offered by the Eden Area ROP and delivered by the instructional staff of the district. For the 2018-2019 school year the attached courses have been approved.

The Eden Area ROP programs offered at the high schools by the district must meet all the requirements that apply to any CTE/ROP classes.

One time funds of \$2,520,608 are allocated per enrollment to further support the Eden Area ROP CTE Programs.

CONSENT CALENDAR



EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

26316 Hesperian Boulevard Hayward, CA 94545

2018-2019 CTE PROGRAM AGREEMENT

CTE Program Agreement between Castro Valley Unified School District and Eden Area Regional Occupational Program (ROP) from July 1, 2018 to June 30, 2019.

I. General

- 1. This agreement is entered into by Eden Area Regional Occupational Program (ROP) and Castro Valley Unified School District (District) to cover Career/Occupational Training programs prepared and offered by the ROP and delivered by the instructional staff of the District.
- 2. The title of this program is historically known as the District Contracted Program.
- 3. Modification to the course offerings and will be agreed upon by both the ROP and the District during no later than February for the next school year.

II. Course Offerings

- 1. ROP programs offered at the high schools by the District must meet all the requirements that apply to any ROP class. Program offerings will consist of State approved ROP programs.
- 2. For school-year 2018-2019 the attached courses have been approved.

III. Instruction – District Responsibilities

- 1. The District shall designate instructors from its staffing assignment prior to the beginning of the school year.
- 2. The District is responsible for instructor compensation.
- 3. Instructors must possess a valid CTE or Designated Subjects Credential. The ROP will assist district instructors with this process.

4. All CTE instructors must attend the fall and spring advisory committee meetings.

IV. Instruction – ROP Responsibilities

- 1. The ROP will provide support for all CTE teachers in the district that includes:
 - a) Coordination of the fall and spring advisory committee meetings as required of all CTE teachers.
 - b) Providing professional development opportunities in alignment with the 11 elements of a high quality CTE program.
 - c) Providing certificates of completion/mastery for qualifying students in the programs.
- 2. The ROP shall provide leadership and coordination services to ensure quality career technical standards are met.
- 3. The ROP will monitor programs in cooperation with the District to ensure mandated compliance.
- 4. The ROP will provide a complete written review of the ROP program by the end of the school year.
- 5. The ROP will act as the liaison with the career technical unit of the State Department of Education.
- 6. The ROP will provide data control services for registration, attendance, grades, transcripts, and other student records.
- 7. The ROP will assist in course development services to include labor market analysis, professional development, and curriculum development, with approvals from appropriate agencies as required.
- 8. The ROP will provide compliance reporting with assistance from assigned ROP instructor for students who successfully complete any of the courses.

V. Career Technicians

- 1. The ROP shall provide funding to assist in offsetting the cost of District Career Technicians.
- The District Career Technicians shall provide advice and guidance to students on ROP courses and assist in placement to meet student needs.

- 3. Career Techs shall assist with all sophomore tours to the Hayward Center, as well as other activities that support the ROP program. The Assistant Director of Off-Site Programs will meet with site administration to establish guidelines.
- 4. The District shall provide career occupational counseling to which the ROP shall provide \$7,000 per high school to offset Career Technician salaries.

VI. Materials, Equipment and Facilities

- 1. The District is responsible for providing equipment and instructional materials for each program.
- 2. The District shall dedicate appropriate resources to ensure that the program offering is in compliance with the ROP requirements.

VII. Data Sharing

- 1. In accordance with the Board approved Data Sharing Agreement, the district contact person will provide the necessary student information to the ROP.
- 2. Both the District and the ROP shall reflect student attendance and grades.
- 3. The District shall provide attendance and grade reporting to the ROP for **all** CTE programs so that the ROP can file appropriate reports with the state.

VIII. Revenue

- In addition to providing support to all CTE teachers, Eden Area ROP will also allocate monies to the district in support of District Contracted Programs in alignment with the Joint Powers Authority Agreement.
 - a) Funds will be transferred monthly from Eden Area ROP to the District, with a final distribution in June. (Eden Area ROP Business Manager is contact)
- 2. For the 2018-2019 school year, the funding for Eden Area ROP District Contracted Programs is \$16,947 per section.
- 3. Additionally, one time funds for the 2018-2019 school year of \$482,519 will be allocated to Castro Valley Unified School District to further support the Eden Area ROP District Contracted Programs.

a) 50% will be disbursed via fund transfer request to ACOE within two working weeks of receipt of this signed agreement. The remaining 50% will be paid six months later.

IX. Projections

1. Eden Area ROP anticipates 14 sections (Attachment A). Revenue to be generated by the District is calculated at \$16,497 per section plus \$7,000 for career technician salary for a total of \$244,260.

Marites Fermin
Business Manager
Eden Area ROP

Suzy Chan

Asst. Superintendent - Business Services

Castro Valley Unified School District

ROP Master Schedule 2018-2019 PRE-ENROLLMENT DATA

Course	Site	Teacher	Per	Twpe	Differition	Sections
BEG, AUTO MECHANICS	Castro Valley	Reese Darren	6.50493456	الالالالالا	V000	
BEG. AUTO MECHANICS	Castro Valley	Reese, Darren	0123456	SA.	Vear	
ADV AUTO MECHANICS	Castro Vallev	Reese. Darren	0103456	20	50.	
BIOTECHNOLOGY	Castro Valley	O'Brien, Laura	0123456	DG	Year	T
HOSPITALITY	Castro Valley	Gilmour, Vicky	0123456	20	Year	1
FOOD AND NUTRITION	Castro Valley	Gilmour, Vicky	0123456	DC	Year	
CISCO 1 ADV. TECH	Castro Valley	Stanley, Louis	0123456	DC	K. Year	
GISCO 2 NET ENGINEERING	Castro Valley	Stanley, Louis	0123456	DC	Year	
CISCO 3 NET ENGINEERING 2	Castro Valley	Stanley, Louis	0123456	DC	Year	- 4
ADV PHOTOGRAPHY/PHOTOGRAPHY	Castro Valley	Vendsel, Jeff	0123456	DC	Year	
PHOTOGRAPHY	Castro Valley	Vendsel, Jeff	0123456	DC	Year	7
PHOTOGRAPHY	Castro Valley	Vendsel, Jeff	0123456	DC	Year	4
PHOTOGRAPHY	Castro Valley	Vendsel Jeff	0123456	DG	Year	1
PHOTOGRAPHY	Castro Valley	Vendsel, Jeff	0123456	DG	Year	
				DISTRICT CC	NTRACTED	14
SPORT AND ENTERTAINMENT MARKETING	Castro Valley	Stephens, Michelle	0123456	00	Year	.
BUSINESS ECONOMICS	Gastro Valley	Stephens, Michelle	0123456	99	Year	T.
MARKETING ECONOMICS	Castro Valley	Stephens, Michelle	0123456	00	Year	- T
MARKETING ECONOMICS	Castro Valley	Stephens, Michelle	0123456	00	Year	
MARKETING ECONOMICS	Castro Valley	Stephens, Michelle	0123456.	00	Year	
				CENTER	CENTER OPERATED	2
				ALL COURSES TOTAL	SES TOTAL	19

Schedule will be sent in August for current enrollment figures and class periods. If you Please fill in enrollment data. If you know the period, please indicate. A ROP Master have questions call or email me.

Bernie Phelan, Director, Ed Services (510) 293-2903/bphelan@edenrop.org

Principal or Designee Signature 81600 Date

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EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

26316 Hesperian Boulevard Hayward, CA 94545

2018-2019 CTE PROGRAM AGREEMENT

CTE Program Agreement between Hayward Unified School District and Eden Area Regional Occupational Program (ROP) from July 1, 2018 to June 30, 2019.

I. General

- 1. This agreement is entered into by Eden Area Regional Occupational Program (ROP) and Hayward Unified School District (District) to cover Career/Occupational Training programs prepared and offered by the ROP and delivered by the instructional staff of the District.
- 2. The title of this program is historically known as the District Contracted Program.
- 3. Modification to the course offerings and will be agreed upon by both the ROP and the District during no later than February for the next school year.

II. Course Offerings

- 1. ROP programs offered at the high schools by the District must meet all the requirements that apply to any ROP class. Program offerings will consist of State approved ROP programs.
- 2. For school-year 2018-2019 the attached courses have been approved.

III. Instruction – District Responsibilities

- 1. The District shall designate instructors from its staffing assignment prior to the beginning of the school year.
- 2. The District is responsible for instructor compensation.
- 3. Instructors must possess a valid CTE or Designated Subjects Credential. The ROP will assist district instructors with this process.

4. All CTE instructors must attend the fall and spring advisory committee meetings.

IV. Instruction – ROP Responsibilities

- The ROP will provide support for all CTE teachers in the district that includes:
 - a) Coordination of the fall and spring advisory committee meetings as required of all CTE teachers.
 - b) Providing professional development opportunities in alignment with the 11 elements of a high quality CTE program.
 - c) Providing certificates of completion/mastery for qualifying students in the programs.
- 2. The ROP shall provide leadership and coordination services to ensure quality career technical standards are met.
- 3. The ROP will monitor programs in cooperation with the District to ensure mandated compliance.
- 4. The ROP will provide a complete written review of the ROP program by the end of the school year.
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- 4. The District shall provide career occupational counseling to which the ROP shall provide \$7,000 per high school to offset Career Technician salaries.

VI. Materials, Equipment and Facilities

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- 2. Both the District and the ROP shall reflect student attendance and grades.
- The District shall provide attendance and grade reporting to the ROP for all CTE programs so that the ROP can file appropriate reports with the state.

VIII. Revenue

- In addition to providing support to all CTE teachers, Eden Area ROP will also allocate monies to the district in support of District Contracted Programs in alignment with the Joint Powers Authority Agreement.
 - a) Funds will be transferred monthly from Eden Area ROP to the District, with a final distribution in June. (ROP Business Manager is contact)
- 2. For the 2018-2019 school year, funding for Eden Area ROP District Contracted Programs is \$16,947 per section.
- 3. Additionally, one time funds for the 2018-2019 school year of \$1,007,331 will be allocated to Hayward Unified School District to further support the Eden Area ROP District Contracted Programs.

a) 50% will be disbursed via fund transfer request to ACOE within two working weeks of receipt of this signed agreement. The remaining 50% will be paid six months later.

IX. Projections

1. Eden Area ROP anticipates 29 sections (Attachment A). Revenue to be generated by the District is calculated at \$16,947 per section plus \$21,000 for career technician salaries for a total of \$512,467.

Marifes Fermin

Business Manager

Eden Area ROP

Allan Garde

Asst. Superintendent-Business Services

Hayward Unified School District

ROP Master Schedule 2018-2019 PRE-ENROLLMENT DATA

Course	Site	Teacher	1,110		
CENTRAL MEDICAL			27	Duranion	Sections
STOCKED WEDICINE	Hayward	Porter-Wilson, Quiana	DC	Year	
IHEATER 6120	Hayward	Kammet, Travis	20	Year	-
(HEATER)	Hayward	Kammet, Travis	20	Year	
THEATERI	Hayward	Kammet, Travis	DC	Year	_
HEA ER	Hayward	Kammet, Travis	DC	Year	-
HEATER 6121	Hayward	Kammet, Travis	00	Year	-
INDUSTRIAL TECHNOLOGY (WOOD I) 5072	Hayward	Lower, Hunter	DC	Year	
WOOD TECHNOLOGY 5077	Hayward	Lower, Hunter	oc	Year	-
WOULD IECHNOLOGY	Hayward	Lower, Hunter	00	Year	
WOUD FECHNOLOGY	Hayward	Lower, Hunter	DC	Year	1
WOOD LECHNOLOGY []	Hayward	Lower, Hunter	20	Year	
PHOTOGRAPHY 6042	Hayward	Koehler, Mark	2	Year	-
PHOTOGRAPHY	Hayward	Koehler, Mark	20	Year	
PHOTOGRAPHY	Hayward	Koehler, Mark	DC DC	Year	-
PHOLOGRAPHY II 6043	Hayward	Koehler, Mark	20	Year	
YEARBOOK	Hayward	Koehler, Mark	DC	Year	-
		CONTRACTED		DISTRICT	16
ENTREPRENEURSHIP 7902	Hayward	Rick Charles	8	Year	-
ENIKEPRENEURSHIP I / II 7902/7904	Hayward	Rick Charles	00	Year	
COMPUTER APPLICATIONS 7534	Hayward	Rick Charles	8	Year	-
COMPUTER APPLICATIONS	Hayward	Rick Charles	00	Year	1
CYBERSECURITY 7558	Hayward	Doan, Kent	00	Year	-
, and the state of	ENTER OPERATED	Q			ro
			ALL	ALL COURSE TOTAL	21
				THE PARTY OF THE P	

Please fill in enrollment data. If you know the period and room number, please indicate. A ROP Master Schedule will be sent in August for current enrollment figures and class periods. If you have questions call or email me.

Bernie Phelan, Director, Ed Services (510) 293-2903/bphelan@edenrop.org

Principal or Designee Signature

Date

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ROP Master Schedule 2018-2019 PRE-ENROLLMENT DATA

Sterentialess		•	-	\.	•	2	T.	•	•		,	-	•	_	-	-	10	15
Duration	Year	Year	Year	Year	Year	DISTICT CONTRACTED	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	CENTER OPERATED	ALL COURSES TOTAL
1,780	DC	DC	DC	DC	DC	6	00	8	00	00	00	8	000	00	00	00		A
		TE						001		\			イタイ	7				
Teacher	Gurley, David	Gurley, David	Gurley, David	Gurley, David	Gurley, David		Miranda, Kathrina	Jackson, Mikel	Jackson, Mikel	Jackson, Mikel	Jackson, Mikel	Jackson, Mikel						
Site	7	w)	- S	:و	1		0		<i>'u</i>	ļ	Z		_ (R	W	es s	ler 6		
	Mt. Eden	Mt. Eden	Mt. Eden	Mt. Eden	Mt. Eden		Mt. Eden	Mt. Eden	Mt. Eden	Mt. Eden	motion	bethe						
(20)					4													
	HV 6040	<u>}</u>	4	AINV DIMARY PARAMETERS CANADA		3						11 1 2 3						
	PEIOTOGENAPINY	THOUGHAPEN A	All and a solution of the													2		

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Bernie Phelan, Director, Ed Services (510) 293-2903 bphelan@edenrop.org

ROP Master Schedule 2018-2019 PRE-ENROLLMENT DATA

Course		Teacher	Тура	Duration	Sections
MULTIMEDIAI	Tennyson	Okolie, Judith	00	Year	1
MULTIMEDIAI	Tennyson	Okolie, Judith	00	Year	-
MULTIMEDIA II	Tennyson	Okolie, Judith	00	Year	
MULTIMEDIA II	Tennyson	Okolie, Judith	00	Year	-
PRINCIPALS OF BIO SCIENCE	Tennyson	Kelly, Karen	00	Year	
HUMAN BODY SYSTEMS	Tennyson	Kelly, Karen	00	Year	-
MEDICAL INTERVENTIONS	Tennyson	Kelly, Karen	00	Year	
BIOMEDICAL INTERVENTION	Tennyson	Kelly, Karen	00	Year	-
	ONTERGINE		DISTRICT	DISTRICT CONTRACTED	8
COMPUTER APPLICATIONS 7534	Tennyson	Jagroop, Laura	8	Year	-
COMPUTER APPLICATIONS	Tennyson	Jagroop, Laura	8	Year	T T
ENTREPRENEURSHIP I 7903	Tennyson	Jagroop, Laura	8	Year	-
ENTREPRENEURSHIP I	Tennyson	Jagroop, Laura	8	Year	
ENTREPRENEURSHIP I	Tennyson	Jagroop, Laura	8	Year	1
ENTREPRENEURSHIP I	Tennyson	Charles, Rick	8	Year	1
			CENTE	CENTER OPERATED	g
The second secon	CO FISES TOTAL	7	ALL COU	ALL COURSES TOTAL	14

Please fill in enrollment data. If you know the period and room number please indicate. A ROP Master Schedule will be sent in August for current enrollment figures and class periods. If you have questions call or email me.

Bernie Phelan, Director, Ed Services (510) 293-2903/bphelan@edenrop.org

INVILLA CAUTANIO

Principal or Designee Signature

Date



EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

26316 Hesperian Boulevard Hayward, CA 94545

2018-2019 CTE PROGRAM AGREEMENT

CTE Program Agreement between San Leandro Unified School District and Eden Area Regional Occupational Program (ROP) from July 1, 2018 to June 30, 2019.

I. General

- 1. This agreement is entered into by Eden Area Regional Occupational Program (ROP) and San Leandro Unified School District (District) to cover Career/Occupational Training programs prepared and offered by the ROP and delivered by the instructional staff of the District.
- 2. The title of this program is historically known as the District Contracted Program.
- 3. Modification to the course offerings and will be agreed upon by both the ROP and the District during no later than February for the next school year.

II. Course Offerings

- 1. ROP programs offered at the high schools by the District must meet all the requirements that apply to any ROP class. Program offerings will consist of State approved ROP programs.
- 2. For school-year 2018-2019 the attached courses have been approved.

III. Instruction – District Responsibilities

- 1. The District shall designate instructors from its staffing assignment prior to the beginning of the school year.
- 2. The District is responsible for instructor compensation.
- 3. Instructors must possess a valid CTE or Designated Subjects Credential. The ROP will assist district instructors with this process.

4. All CTE instructors must attend the fall and spring advisory committee meetings.

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- 1. The ROP will provide support for all CTE teachers in the district that includes:
 - a) Coordination of the fall and spring advisory committee meetings as required of all CTE teachers.
 - b) Providing professional development opportunities in alignment with the 11 elements of a high quality CTE program.
 - c) Providing certificates of completion/mastery for qualifying students in the programs.
- 2. The ROP shall provide leadership and coordination services to ensure quality career technical standards are met.
- 3. The ROP will monitor programs in cooperation with the District to ensure mandated compliance.
- 4. The ROP will provide a complete written review of the ROP program by the end of the school year.
- 5. The ROP will act as the liaison with the career technical unit of the State Department of Education.
- 6. The ROP will provide data control services for registration, attendance, grades, transcripts, and other student records.
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- 1. The ROP shall provide funding to assist in offsetting the cost of District Career Technicians.
- The District Career Technicians shall provide advice and guidance to students on ROP courses and assist in placement to meet student needs.

- 3. Career Techs shall assist with all sophomore tours to the Hayward Center, as well as other activities that support the ROP program. The Assistant Director of Off-Site Programs will meet with site administration to establish guidelines.
- 4. The District shall provide career occupational counseling to which the ROP shall provide \$7,000 per high school to offset Career Technician salaries.

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- 1. The District is responsible for providing equipment and instructional materials for each program.
- 2. The District shall dedicate appropriate resources to ensure that the program offering is in compliance with the ROP requirements.

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- 1. In accordance with the Board approved Data Sharing Agreement, the district contact person will provide the necessary student information to the ROP.
- 2. Both the District and the ROP shall reflect student attendance and grades.
- 3. The District shall provide attendance and grade reporting to the ROP for **all** CTE programs so that the ROP can file appropriate reports with the state.

VIII. Revenue

- In addition to providing support to all CTE teachers, Eden Area ROP will also allocate monies to the district in support of District Contracted Programs in alignment with the Joint Powers Authority Agreement.
 - a) Funds will be transferred monthly from Eden Area ROP to the District, with a final distribution in June. (ROP Business Manager is contact)
- 2. For the 2018-2019 school year, the funding for Eden Area ROP District Contracted Programs is \$16,947 per section.
- 3. Additionally, one time funds for the 2018-2019 school year of \$423,793 will be allocated to San Leandro Unified School District to further support the Eden Area ROP District Contracted Programs.

a) 50% will be disbursed via fund transfer request to ACOE within two working weeks of receipt of this signed agreement. The remaining 50% will be paid six months later.

IX. Projections

1. Ede Area ROP anticipates 15 sections (Attachment A). Revenue to be generated by the District is calculated at \$16,947 per section plus \$7,000 for career technician salaries for a total of \$261,207.

Marites Fermin
Business Manager
Eden Area ROP

Kevin Collins

Asst. Superintendent - Business Services **San Leandro Unified School District**

ROP Master Schedule 2018-2019 PRE-ENROLLMENT DATA

Course	Site	Teacher	Per	Туре	Duration'	Sections
AUTO MECHANICS	San Leandro	Shyers, Andy	0123456	DC	Year	_
AUTO MECHANICS	San Leandro	Shyers, Andy	0123456	DC	Year	-
AUTO MECHANICS	San Leandro	Shyers, Andy	0123456	DC	Year	
AUTO MECHANICS	San Leandro	Shyers, Andy	0123456	DC	Year	-
ADV/AUTO MECHANICS	San Leandro	Shyers, Andy	0123456	DC	Year	_
GRAPHICS	San Leandro	Reinerio, Deborah	0123456	DC	Year	-
GRAPHICS	San Leandro	Reinerio, Deborah	0123456	DC	Year	
GRAPHICS	San Leandro	Reinerio, Deborah	0123456	DC	Year	_
GRAPHICS	San Leandro	Reinerio, Deborah	0123456	OC	Year	-
GRAPHICS	San Leandro	Reinerio, Deborah	0123456	DC	Year	_
WOOD TECHNOLOGY	San Leandro	Raytis, Michael	0123456	DC	Year	-
WOOD TECHNOLOGY	San Leandro	Raytis, Michael	0123456	DC	Year	-
WOOD TECHNOLOGY	San Leandro	Raytis, Michael	0123456	DC	Year	-
WOOD TECHNOLOGY	San Leandro	Raytis, Michael	0123456	DC	Year	_
ADV WOOD TECHNOLOGY	San Leandro	Raytis, Michael	0123456	DC	Year	
				DISTRICT CO	DISTRICT CONTRACTED	15
ENTREPRENEURSHIP	San Leandro	Ruma, Paul	0123456	00	Year	-
ENTREPRENEURSHIP	San Leandro	Ruma, Paul	0123456	0	Year	_
MARKETING ECONOMICS	San Leandro	Ruma, Paul	0123456	0	Year	
BUSINESS ECONOMICS & FINANCE	San Leandro	Ruma, Paul	0123456	0	Year	_
COLLEGE AND CAREER	San Leandro	Shivers, Romy	0123456	0	Year	
COLLEGE AND CAREER	San Leandro	Shivers, Romy	0123456	0	Year	-
COLLEGE AND CAREER	San Leandro	Shivers, Romy	0123456	0	Year	
BUSINESS ECONOMICS	San Leandro	Shivers, Romy	0123456	0	Year	_
MARKETING ECONOMICS	San Leandro	Shivers, Romy	0123456	00	Year	-
				CENTE	CENTER OPERATED	6

Schedule will be sent in August for current enrollment figures and class periods. If you Please fill in enrollment data. If you know the period, please indicate. A ROP Master have questions call or email me.

Bernie Phelan, Director, Ed Services (510) 293-2903/bphelan@edenrop.org

Principal of Designee Signature

24

ALL COURSES TOTAL

110



EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

26316 Hesperian Boulevard Hayward, CA 94545

2018-2019 CTE PROGRAM AGREEMENT

CTE Program Agreement between San Lorenzo Unified School District and Eden Area Regional Occupational Program (ROP) from July 1, 2018 to June 30, 2019.

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VIII. Revenue

- In addition to providing support to all CTE teachers, Eden Area ROP will also allocate monies to the district in support of District Contracted Programs in alignment with the Joint Powers Authority Agreement.
 - a) Funds will be transferred monthly from Eden Area ROP to the District, with a final distribution in June. (ROP Business Manager is contact)
- 2. For the 2018-2019 school year, the funding for Eden Area ROP District Contracted Programs is \$16,947 per section.
- 3. Additionally, one time funds for the 2018-2019 school year of \$606,965 will be allocated to San Lorenzo Unified School District to further support Eden Area ROP District Contracted Programs.

a) 50% will be disbursed via fund transfer request to ACOE within two working weeks of receipt of this signed agreement. The remaining 50% will be paid six months later.

IX. Projections

1. Eden Area ROP anticipates 18 sections (Attachment A). Revenue to be generated by the District is calculated at \$16,947 per section plus \$14,000 for career technician salaries for a total of \$319,046.

Marites Fermin
Business Manager
Eden Area ROP

Dr. Fred Brill
Superintendent
San Lorenzo Unified School District

ROP Master Schedule 2018-2019 PRE-ENROLLMENT DATA

Course	Site	Teacher	Per	Туре	Durațion	Sections
HOTOGRAPHY 0758	Arroyo	Baughman, Jeff		2	Year	-
HOTOGRAPHY	Arroyo	Baughman, Jeff		20	Year	
HOTOGRAPHY	Arroyo	Baughman, Jeff		DC	Year	-
HOTOGRAPHY	Arroyo	Baughman, Jeff		DC	Year	
ORTS MEDICINE 0507	Arroyo	Bernard, Kris		DC	Year	-
				ISIO	DISTRICT CONTRACTED	10
USINESS ECONOMICS 0605	Arroyo	Charlton, Christina		8	Year	-
USINESS OWNERSHIP 0920	Arroyo	Charlton, Christina		8	Year	
USINESS OWNERSHIP	Arroyo	Charlton, Christina		8	Year	-
ARKETING OPERATIONS 0923	Arroyo	Charlton, Christina		8	Year	_
ARKETING OPERATIONS	Arroyo	Charlton, Christina		00	Year	-
					CENTER OPERATED	5
					ALL COURSES TOTAL	10

Master Schedule will be sent in August for current enrollment figures and class Please fill in enrollment data. If you know the period please indicate. A ROP periods. If you have questions call or email me.

Bernie Phelan, Director, Ed Services (510) 293-2903/bphelan@edenrop.org

Principal or Designee Signature

Date

115

ROP Master Schedule 2018-2019 PRE-ENROLLMENT DATA

Sections								_				_	_	13		_		_	_	22	18
Duration Sec	Year	Year	Year	Year	Year	Year		Year	Year	Year	Year	Year	Year		Year	Year	Year	Year	Year	CENTER OPERATED	ALL COURSES TOTAL 1
Type	20	DC	DC	DC	DC	DC		DC	DC	DC	DC	DC	DC DC	DISTRICT CONTRACTED	0	0	0	0	0	CENTER	ALL COUR
Teacher	McVay, Lance	McVay, Lance	McVay, Lance	McVay, Lance	McVay, Lance	Jackson, Robert	Johnson, Kevin	Johnson, Kevin	Gossett, Ken	Gossett, Ken	Gossett, Ken	Gossett, Ken	Gossett, Ken		O'Connell, Michael	O'Connell, Michael	O'Connell, Michael	O'Connell, Michael	O'Connell, Michael		
Sire	San Lorenzo	San Lorenzo	San Lorenzo	San Lorenzo	San Lorenzo	San Lorenzo	San Lorenzo	San Lorenzo	San Lorenzo	San Lorenzo	San Lorenzo	San Lorenzo	San Lorenzo		San Lorenzo	San Lorenzo	San Lorenzo	San Lorenzo	San Lorenzo		
Course	ADVANCED VIDEO/TV 0745DA	VIDEO PRODUCTION 0744DA	MULTIMEDIA WEB 0615DA	MULTIMEDIA WEB	MULTIMEDIA WEB	YEARBOOK 0789	VIDEO PRODUCTION	MEDIA ARTS 0786	ADV PHOTOGRAPY 0759	ADV PHOTOGRAPY	PHOTOGRAPHY	PHOTOGRAPHY	PHOTOGRAPHY		CRIMINAL JUSTICE 1 0951	CRIMINAL JUSTICE I	CRIMINAL JUSTICE I	CRIMINAL JUSTICE II	CRIMINAL JUSTICE II		

Please fill in enrollment data. If you know the period and room number, please **t** notice to a ROP Master Schedule will be sent in August for current enrollment figures and class periods. If you have questions call or email me.

Bernie Phelan, Director, Ed Services (510) 293-2903/bphelan@edenrop.org

Principal or Designee Signature 6/25/18

Date



DATE: September 6, 2018
TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the Agreement with

Michael's Transportation Service, Inc. for San Lorenzo Unified School District Student Transportation for the 2018-2019 School

Year

BACKGROUND

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

San Lorenzo started bussing their own students last year, but contracted with Michael's Transportation Service, Inc. when San Lorenzo was not able to hire their own drivers.

CURRENT SITUATION

This contract between Michael's Transportation Service, Inc. and the Eden Area ROP will provide daily transportation services to and from the ROP Center and San Lorenzo Unified School District high schools for the 2018-2019 school year.

CONSENT CALENDAR

AGREEMENT FOR THE TRANSPORTATION OF PASSENGERS

THIS AGREEMENT is made and entered into this 25th day of June, 2018, by and between, Eden Area ROP, whose principal office is located at 26316 Hesperian Blvd.. Hayward, CA 94545 ("Customer") and MICHAEL'S TRANSPORTATION SERVICE, INC. (MTS), a California corporation whose principal office is located at 140 Yolano Drive, Vallejo, California 94589 ("Contractor").

RECITALS

WHEREAS, Customer requires the services of Contractor to transport children, Monday through Friday;

WHEREAS, Contractor desires to provide said services in a safe, consistent, and timely manner; and

WHEREAS, the parties hereto wish to provide the terms and conditions under which Contractor will provide the services to Customer.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, Customer and Contractor intending to be legally bound, covenant and agree as follows:

AGREEMENT

- 1. Services. Contractor shall furnish, operate, and maintain, for the benefit of Customer, one (1) school bus of sufficient size to transport passengers, Monday through Friday as set forth below in Section 2. Contractor shall pick up the passengers at pre-arranged stops at San Lorenzo HS, Royal Sunset HS and transport to Eden Area ROP in Hayward, CA 94545.
- <u>Term.</u> This agreement ("Agreement") shall be effective on the date first written above, and the services shall commence on or about August 15, 2018, and terminate at the conclusion of services on or about May 31, 2019. The agreement may be renewed thereafter by mutual written agreement. <u>Sections 9, 10 and 13</u> shall survive the termination of this Agreement for three years.
- 3. Fees. Customer agrees to pay Contractor \$955.00 per bus per day for an AM, Mid Day, & PM bus route and occasional student drop-offs; must be scheduled in advance. Price does not include any field trips/activity trips.
- 4. <u>Cancellation Policy</u>. If Customer cancels a daily run more than 24 hours in advance, there will be no fee. If Customer cancels less than 24 hours in advance, there may be a fee of up to 50% of the total charge. If a daily run is cancelled on the spot, the Customers are subject to a fee of up to 100% of the total charge.

Initials: Contractor / Customer 1 7/25/18

- 4. <u>Permits and Licenses.</u> Contractor, its employees, agents and assigns shall secure and maintain valid permits and licenses as required by state and federal law to operate commercial vehicles used in the transportation of children.
- <u>5.</u> <u>Safety Program.</u> Contractor shall provide regular and continuous formal safety instructions for all operating personnel assigned to perform services under this Agreement.
- 6. Insurance. During the term of the Agreement, Contractor shall maintain vehicle and general commercial liability insurance in the amount set forth below and shall furnish certificates of insurance for each policy for liability coverage and Worker's Compensation coverage within fifteen (15) days of the effective date of this Agreement. These certificates shall provide a thirty (30) day prior notice period of cancellation which shall be given to Customer immediately upon receipt thereof by Contractor. Contractor shall notify Customer promptly and shall provide appropriate certificates to Customer following the placement of new or renewed coverage.

Contractor shall maintain general commercial liability insurance with a combined single limit of five million dollars (\$5,000,000) per occurrence and not less than five million dollars in the aggregate (\$5,000,000). During the term of this Agreement, Contractor shall add as additional insureds to this policy Customer, its Board of Directors, officers, agents and employees for the coverage of any claims for damages for personal injury or death, and from damage to property, which may arise from the operations of services of Contractor under this Agreement. Contractor shall maintain Workers Compensation Insurance as required by state law, and Contractor shall be solely responsible for any claims of its employees which may arise from the services provided under this Agreement.

- 7. <u>Independent Contractor.</u> Michael's Transportation is an independent contractor of Customer. Neither party, nor any of its employees, consultants, contractors or agents are employees, consultants, contractors, agents or joint ventures of the other. Neither party has any authority whatsoever to bind the other party by contract or otherwise. Contractor shall not use, and shall not permit any employee or subcontractor to use, any title or reference to Customer which states or suggests that such person is a partner, officer or employee of Customer.
- 8. <u>Assignments or Subcontracting.</u> Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties or obligations under this Agreement without the prior written consent of Customer which shall not be unreasonably withheld.
- 9. <u>Indemnification of Customer.</u> Contractor shall hold harmless and indemnify Customer, its Board of Directors, officers, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or in connection with,

Initials: Contractor / Customer

either directly or indirectly, any act or omission of Contractor and its employees, subcontractors and/or agents in the performance of any Services under this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Contractor or of any employee, agent or subcontractor in relation to this Agreement.

- Indemnification of Contractor. Customer shall hold harmless and indemnify Contractor, its Board of Directors, officers, contractors, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, any act or omission of Customer and its employees, subcontractors and/or agents in relation to this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Customer or of any employee, agent or subcontractor in relation to this Agreement.
- Attorneys' Fees. The parties hereto agree and acknowledge that in the event that any party hereto shall institute any action or proceeding to enforce any rights granted under this Agreement, the prevailing party in such action or proceeding shall be entitled, in addition to any other relief granted by the Court or other applicable body, to such reasonable attorneys' fees and costs as may be awarded.
- 12. Force Majeure. The obligations of the parties to each perform its obligations as set forth hereunder, shall be suspended to the extent necessary when such performance is unavoidably delayed or prevented because of acts of God, extreme traffic or weather-related delays, government actions, terrorist acts or any other cause beyond the control of the party from which the performance is due.
- 13. Notices. Any notice which any party desires or is obligated to give another, as provided herein, shall be given in writing and shall be deemed given and effective (i) when delivered personally or by facsimile, or (ii) when received if sent by overnight express or mailed by certified, registered or regular mail, postage prepaid, addressed to a party at its address first stated above, or to such other address as such party may designate by written notice in accordance with the provisions of this Section. E-mail notice may be considered written notice if receipt of such notice is confirmed by reply e-mail. Each party shall provide prompt written notice of an address change or specific mailing instructions not in conformance with the addresses above.
- <u>Venue</u>. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the California state courts in and for Alameda County.
- <u>15.</u> <u>Entire Agreement; Modification</u>. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and

Initials: Contractor / Customer

- supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.
- 16. <u>Severability</u>. If any provision of this Agreement is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.
- <u>Waiver</u>. Any agreement on the part of a party to any extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by one party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.
- 18. <u>Termination and Dispute</u>. Either party may terminate this Agreement for material breach, after giving the other party thirty (30) day's written Notice to Cure.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Eden Area ROP

By:	
Print Name:	
Title:	
	By:

Michael's Transportation

@EdenAreaROP

DATE: September 6, 2018
TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Agreement

with the National Center for Executive Leadership and School Board Development to Provide Support for the Administrative Team for the 2018-2019 School Year

BACKGROUND

The National Center for Executive Leadership and School Board Development provides training and support to educational administrators and governing boards on a variety of topics from strategic planning and leadership development, to team building and ensuring organizational greatness.

CURRENT SITUATION

To build upon the strategic planning completed by the administrative team in May, staff members from the National Center for Executive Leadership and School Board Development will provide ongoing coaching throughout the year for the administrative team. Support provided will be both in person and via electronic communication throughout the year.

Fiscal Impact

One time cost of \$15,000

CONSENT CALENDAR

CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 2018 by and between Eden Area ROP hereinafter (ROP) and the National Center for Executive Leadership and School Board Development, an Independent Consultant, hereinafter ("Consultant"), a Private Consulting Business providing services in the areas of educational consultation, training and team building.

RECITALS

WHEREAS, Consultant has demonstrated training, experience, and competency to perform the special services required by this Agreement throughout his/her career in serving schools and school ROPs.

WHEREAS, Consultant represents that he/she has expertise in the area of Educational Consulting and is ready, willing, and able to provide consulting assistance to ROP on the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the obligations herein made and undertaken, the parties, intending to be legally bound, covenant and agree as follows:

Article 1

SERVICES TO BE DELIVERED

- **1.1** Consultant shall provide consulting services in the area of Educational Leadership and Team Building. Consultant shall render such services in accordance with the milestones set forth in *Appendix A*.
- **1.2** ROP shall provide and make available to Consultant such resources as shall be necessary to perform the services called for by this Agreement.

Article 2

COMPENSATION AND PAYMENT

2.1 In consideration of the services to be performed by Consultant, ROP shall, within 30 days from receiving an invoice of billing, pay the **National Center for Executive Leadership and School Board Development** the fees set forth in *Appendix A* attached hereto.

Article 3

DELIVERABLE OWNERSHIP

- 3.1 All right, title, and interest in and to any programs, systems, data, and materials furnished to Consultant by ROP are and shall remain the property of ROP.
- 3.2 All right, title, and interest in and to any programs, systems, data, and materials furnished to ROP by Consultant are and shall remain the property of Consultant.

Article 4

AGREEMENT PRIVACY

4.1 Without the permission of the ROP, for a period of 2 years from the date of termination of this Agreement, Consultant shall not disclose the nature of the effort undertaken for ROP or the terms of this Agreement to any other person or entity, except as may be necessary to fulfill Consultant's obligations hereunder.

Article 5

REPRESENTATIONS AND WARRANTIES

5.1 ROP warrants that it owns all right, title, and interest in and to any programs, systems, data, or materials furnished to Consultant hereunder.

Article 6

LIABILITY LIMITS

6.1 In no event shall either party be liable to the other for any consequential damages or lost profits of the other party.

Article 7

MISCELLANEOUS

- 7.1 Consultant shall not assign, transfer, or subcontract this Agreement or any of its obligations hereunder without the prior written consent of ROP.
- 7.2 This Agreement shall be governed and construed in all respects in accordance with the substantive laws of the **State of California**.
- 7.3 The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Except as expressly provided in this Agreement, ROP shall not be liable for any debts, accounts, obligations, or other liabilities whatsoever of Consultant, including (without limitation) Consultant's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 7.4 This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the party sought to be bound.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

Eden Regional Occupation Program

By: ______

Signature: _____

Title: ______

Date: _____, 2018

National Center for Executive Leadership and School Board Development

By: Walt L. Hanline, Ed.D.

Wast 1. Harlin

Title: Executive Director and Consultant

Date: August 1, 2017

Appendix A

Description of Services, Billing Expenses and Dates Billing Expenses (Includes Travel Costs)

Description of Service	Delivery Date	Annual Fee	Billing Dates/Amounts
Dr. Hanline Advisor and Coach to Superintendent and the Chief Business Official	July 1, 2018 June 30, 2019	\$12,000	\$6,000 due on August 1, 2018 \$6,000 due on February 1, 2018
Dr. Hopewell Advisor to Superintendent and Members of the Superintendent's Cabinet	July 1, 2018 June 30, 2019	\$3,000	\$1,500 due on August 1, 2018 \$1,500 due on February 1, 2018

Summary Description of Services

<u>Dr. Walt L. Hanline - Advisor / Coach for Superintendent and CBO</u>

In an advisor and support role we would:

- > Shape the advisor relationships upon a high level of professional ethics, appropriate confidentiality, competence, and trust;
- Assist in addressing the goals related to the annual evaluation of each individual;
- Provide intensive, contextualized, one-on-one support;
- ➤ Hold planned monthly SKYPE meetings designed to address planning and performance issues; and,
- ➤ Provide unlimited SKYPE, phone & email contact with the Superintendent and CBO to address any issue or challenge, on a 24/7 basis.

Dr. Mary Hopewell - Advisor to Superintendent and Cabinet Members

In an advisor role Dr. Hopewell Mary will:

- ➤ Shape the advisor relationships upon a high level of professional ethics, appropriate confidentiality, competence, and trust; and,
- Provide unlimited SKYPE, phone & email contact with to address any issue or challenge, on a 24/7 basis.



DATE: September 6, 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 Agreement

with Tim DeGrano as a Criminal Justice Program Teacher

Consultant for the 2018-2019 School Year

BACKGROUND

The Eden Area ROP has offers first year criminal justice courses at San Lorenzo High School and the Eden Area ROP.

CURRENT SITUATION

We currently have a vacancy in the criminal justice program at the Eden Area ROP. We have contracted with retired police officer, Tim DeGrano, to work with our substitute instructor, while we work to fill the vacancy in our program.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2018-2019 school year

BETWEEN

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

OF THE FIRST PART

-AND-Tim DeGrano (the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
 - Classroom design conducive to criminal justice instruction
 - Recommendations regarding equipment purchases and donations for effective instruction
 - Providing instruction regarding criminal justice occupations and required concepts in alignment with the model curriculum standards.
 - Engage in the development of an advisory committee to support the program remaining current with industry standards.

Term of Agreement

2. The term of this Agreement July 1 - November 30, 2018, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

- 4. The service provider will be paid \$335 per day. Work days will align with Eden Area ROP student calendar.
- 5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
- The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

Tim DeGrano

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

<u>Limitation of Liability</u>

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

Indemnification

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

Enurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

<u>Severability</u>

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

Waiver

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

Additional Provisions

Eden Area ROP

28. Service Provider is responsible Area ROP) will issue a 1099 at	e to pay their own taxes. Customer (Eder t the end of the year.
Tim DeGrano	Date
Linda Granger, Superintendent	 Date



DATE: September 6, 2018
TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Evan Goldberg, Grant Coordinator

SUBJECT: Request the Governing Board to approve the Contract with

Chabot College for College Credit and Dual Enrollment

Services for the 2018-2019 School Year

BACKGROUND

In July 2015, the Eden Area ROP was awarded a \$5.8 million grant for the California Career Pathways Trust Round 2 grant. Part of this grant included the development of college credit and dual enrollment for K12 students.

CURRENT SITUATION

Chabot College is interested in contracting with the Eden Area ROP for college credit and dual enrollment services for the current school year. Abraham Mendoza will provide technical assistance for Eden Area ROP teachers in navigating the Career and Technical Education Management Application or CATEMA system which facilitates earning credit in dual enrolled and articulated courses.

Fiscal Impact: The Eden Area ROP will receive up to \$10,000 for services provided.

CONSENT CALENDAR

Chabot-Las Positas Community College District

Contract for Services

This is a contract for professional services between the C Eden Area ROP, Independent Contra	Chabot-Las Positas Community College District ("actor ("Contractor"), entered this20_ day of				
Contractor agrees to perform the following service EAROP will provide support services to Chabot to expand		area K-12 districts			
2. Contractor hereby understands that no employme	nt relationship is established by this contract for	r services.			
3. The Contractor shall provide his/her own Workers' Compensation Insurance and shall properly report all income					
in accordance with federal and state law (Labor C		-			
4. Contractor shall be in compliance with the Drug Free Workplace Act of 1988.					
5. Services shall begin on or about 8 / 20 /	2018 , and terminate on or before 6 /	14 / 2019			
Services shall not be assigned nor subcontracted t	o another party without written consent of the l	District.			
District agrees to pay the Contractor the sum of \$	10,000.00 , payable as follows, upon receig	ot of an invoice,			
if the services performed are satisfactory to the D					
Date	Payment				
Monthly Billing	\$ \$0,000 				
4	<u> </u>				
date of cancellation only. 8. This contract is not valid until signed and accepted District assume any liability for work performed pr					
Independent Contractor	CLPCCD				
Eden Area ROP	1 O. Max				
Name	Initiating Manager VP	Date			
Marites Fermin	mazing rivings. ()	2.5000			
Email Address					
mfermin@edenrop.org	President	Date			
Phone #					
510-293-2906 26316 Hesperian Blvd, Hayward CA 94545	Vice Chancellor, Human Resources				
Address	vice Chancelot, Hullan Resources	Data			
Address		Date			
Addless		Date			
Addiess	Vice Chancellor, Business Services	Date			
Signature	Vice Chancellor, Business Services				
Signature	Vice Chancellor, Business Services 5110 601000				



Independent Contractor Questionnaire

The following questions have been developed in order to assist in determining whether an individual is performing work as an employee or as an independent contractor. It is hoped that the specific situations will be clear enough to clearly identify an individual as either an employee or an independent contractor. However, in borderline cases further examination will be required.

Applica	nt's Name: _	Eden	Avea Rop			
1.	Yes	No 	Has the individual ever been employed by the District?			
2.		I	Is the work to be done customarily performed by an employee?			
3.			Does the District have the right to control/ supervise the work being done?			
4.			Does the District establish where and when the individual will work?			
5,			If the individual is or has been an employee, is the scope of work to be performed outside the normal duties performed in his/her job classification? If the answer is yes, please provide a description of the duties to be performed.			
6.			Is the nature of the contract to perform a specific task for a fixed price?			
7.	豆		Does the individual make his/her services available to the general public and does he/she have the right to engage in other jobs while performing services for the District?			
employer/			ngh 4 and negative answers to questions 5 through 7 will generally mean that there is an a individual will be treated as an employee and will have to go through the establish			
	nswers to question is an independent		4 and affirmative answers to question 5 through 7 will generally mean that the			
If the answers to question 1 through 4 are a combination of yes and no then a further evaluation will have to be made. Please provide additional information regarding the nature of the work, the current employment status, how the work is to be done, where it is to be done, method of payment and any other information that will assist in making the determination of whether or not the individual will be an employee or independent contractor. Additional Information:						
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The questionnaire will be signed by the requesting manager and submitted with the requisition for services along with the District Contract for Services Form to the appropriate manager or administrator for approval. All documents will then be forwarded to the Vice Chancellor, Business Services for review and approval. If the individual is determined to be an independent contract, the documents will be forwarded to District's Business Services and a purchase order will be issued. If the individual is determined to be an employee, the forms will be returned and the appropriate personnel procedures followed.

Submitted Bby Date: 6 7 8 Approved By: Program Coordinator's Signature Administrator's Signature	6/7/13
Business Services Review	(talled in the instead in the tentes t
Initial Review: Independent Contract Employee	
College: Chabot Las Positas Reviewed by: Date Reviewed:	
District: Reviewed by: Date Reviewed:	anna a

Requisition For Equipment, Supplies, Apparatus and Service

Total Quote Unit Price Purchasing Office Use Only Š. 8/20/18 Date Purchased From Business Office Signature P.O.B. Academic Pathways & Student Success Chabot-Las Positas Community College District TOTAL \$ 10,000.00 Department \$ 10,000.00 (If Capital Outlay, Room # Required) Estimated Unit Price EAROP will provide support services to Chabot to expand early college credit and dual enrollment in our service area K-12 districts. Labor/Installation Shipping OIY Room #: Suggested Vendor (Address & Contact Information) Only One Vendor Per Requisition Dual Enrollment Support for Chabot College in service area K-12 districts @\$75.00 per hour,up to \$10,000. (Model No., Size, Color, etc ...) Requestor Account #: 332242-25202-5110-601000 Description District Amy Mattern Delivery Required By: 8/20/18 Las Positas Chabot X Notes:

Division Dean Signature

Vice President Signature

Form W-9
(Rev. August 2018)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Depa Intern	riment of the Treasury nei Revenue Service		oeriali Ma	mbei viid Celti	ucation		send to the IRS,
	1	your income tax return)					
	Eden Area Reg	ional Occupational Progr	'am			•	
લું	Business name/diag	egarded entity name, if different is	om above		3		······································
page 2	Ob auto paragraph of	and the first of the same and			· · · ·	,	
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Print or type Specific Instructions on	✓ Other (see Instr		K-12	Public School		code (I any)
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DATE: September 6, 2018
TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Evan Goldberg, Grant Coordinator

SUBJECT: Request the Governing Board to approve the Contract with

Chabot College for Work Based Learning Services for the

2018-2019 School Year

BACKGROUND

In July 2015, the Eden Area ROP was awarded a \$5.8 million grant for the California Career Pathways Trust Round 2 grant. Part of this grant included the development of work-based learning systems in both the K-12 and community college systems.

CURRENT SITUATION

Chabot College is interested in contracting with the Eden Area ROP for work based learning services for the current school year. Jayne Salinger will provide technical assistance on building a work-based learning opportunities at Chabot College, in line with our K-12 California Career Pathway Trust grant efforts. This is a continuation of the work that the Board approved the last two years.

Fiscal Impact: The Eden Area ROP will receive up to \$25,000 for services provided.

CONSENT CALENDAR

Chabot-Las Positas Community College District

Contract for Services

This is a contract for prof		habot-Las Positas Community Co	_ ,			
Eden Area ROP	, I ndependentContra	ctor ("Contractor"), entered this _	day of	August , 2018		
		orranda and a said and a said and a said and a said a s	***>*******			
1. Contractor agrees to	perform the following service	s in his/her capacity:				
EAROP will provide work	k based learning support services to d	levelop partnerships, systems. and proc	esses that lead to	an increase in work		
based learning opportuni	ities for Chabot CPT faculty and stu	idents.				
2. Contractor hereby un	nderstands that no employmen	t relationship is established by the	nis contract for	services.		
3. The Contractor shall provide his/her own Workers' Compensation Insurance and shall properly report all income						
	ederal and state law (Labor Co	and the state of t		•		
	n compliance with the Drug Fr					
	•	2018 , and terminate on or be	efore 6 /	14 / 2019		
		another party without written c				
		25000.00 , payable as follow				
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if the services bettor	Date					
		Payment				
	Monthly Billing	25,000.00				
		AMANANA AMANAN				
	***	and the state of t				
		e event of funding shortage or fo	2			
date of cancellation of 8. This contract is not v	only. alid until signed and accepted	ase, Contractor will be paid for by the Vice Chancellor, Busines or to acceptance by the Vice Cl	ss Services, no	r does the		
	nt Contractor Area ROP	CLF QASYN18	PCCD			
]	Name	I nitiating Manager	VP	Date		
Mari	tes Fermin		•			
Ema	il Address					
mfermin	@edenrop.org	President		Date		
	hone #					
	293-2906	*				
	lvd. Hayward CA 94545	Vice Chancellor, Human R	esources	Date		
A	ddress					
			-	-		
		Vice Chancellor, Business	Services	Date		
Si	gnature	CUD WAGGET 10				
	232251-25181-	S110-499900 XX				
ENZO	- 332242 - 25202	5110 601000				
	Fund Org A	ecount Program PO/Bd I	Rec			



Independent Contractor Questionnaire

The following questions have been developed in order to assist in determining whether an individual is performing work as an employee or as an independent contractor. It is hoped that the specific situations will be clear enough to clearly identify an individual as either an employee or an independent contractor. However, in borderline cases further examination will be required.

Applica	nt's Name: _	Eden	trea Rop			
1.	Yes	No	Has the individual ever been employed by the District?			
2.		I	Is the work to be done customarily performed by an employee?			
3.		Z	Does the District have the right to control/ supervise the work being done?			
4.			Does the District establish where and when the individual will work?			
5, 🕝	13		If the individual is or has been an employee, is the scope of work to be performed outside the normal duties performed in his/her job classification? If the answer is yes, please provide a description of the duties to be performed.			
6.	Z		Is the nature of the contract to perform a specific task for a fixed price?			
7.			Does the individual make his/her services available to the general public and does he/she have the right to engage in other jobs while performing services for the District?			
employer/e	e answers to quest employee relations nt process.	tions I throu thip, that <u>the</u>	ngh 4 and negative answers to questions 5 through 7 will generally mean that there is an a individual will be treated as an employee and will have to go through the establish			
Negative a individual	nswers to question is an independent	ns 1 through contractor.	4 and affirmative answers to question 5 through 7 will generally mean that the			
provide ad where it is not the ind	If the answers to question 1 through 4 are a combination of yes and no then a further evaluation will have to be made. Please provide additional information regarding the nature of the work, the current employment status, how the work is to be done, where it is to be done, method of payment and any other information that will assist in making the determination of whether or not the individual will be an employee or independent contractor.					
Addition	al Information	*				
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The questionnaire will be signed by the requesting manager and submitted with the requisition for services along with the District Contract for Services Form to the appropriate manager or administrator for approval. All documents will then be forwarded to the Vice Chancellor, Business Services for review and approval. If the individual is determined to be an independent contract, the documents will be forwarded to District's Business Services and a purchase order will be issued. If the individual is determined to be an employee, the forms will be returned and the appropriate personnel procedures followed.

Submitted By: Program Coordinator's Signatu	All programmes and the second	Approved By: Admidistrator's Signature Date:	6/7/18
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	Business Se	rvices Review	
Initial Review:	Independent Contract 🔲	Employee	
College: Reviewed by: Date Reviewed;	Chabot La	as Positas	·
District: Reviewed by: Date Reviewed:			

Requisition For Equipment, Supplies, Apparatus and Service

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Total Quote Unit Price Purchasing Office Use Only Date 8/20/18 Purchased From Vice President Signature Business Office Signature F.O.B. Academic Pathways & Student Success Chabot-Las Positas Community College District TOTAL \$ 25,000.00 Department (If Capital Outlay, Room # Required) Unit Price Estimated \$ 25,000.00 Labor/Installation Shipping Eden Area ROP for developing work-based learning systems and support to Chabot Faculty Room#: Suggested Vendor (Address & Contact Information) Only One Vendor Per Requisition Work-Based Learning Support @ \$80.00 per hour, up to \$25,000 of services S110-49900 -19/9,105 Account #: 332242-25202-5110-601000=\$15,900 Division Dean Signature (Model No., Size, Color, etc ...) Requestor SWF 51 3-32251-25 (\$7-5n0 Total = \$9,100 EAROP 332242-25202-5110-601000 Total =\$15,900 000664 Description District Amy Mattern Delivery Required By: 8/20/18 3323-2389 Las Positas Chabot X Notes:

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(Rev. August 2013)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not

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ő	Hayward, CA 94						
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antities	, it is your employer page 3.	identification number (EN). If you do not have	a number, see How to get	a		
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@EdenAreaROP

DATE: September 6, 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 Lease

Agreement with L&M Investments for the Use of Facilities for the Electrical Trainee Program that is Operated in Turlock, CA

from October 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.

CURRENT SITUATION

In order to continue providing services, the Eden Area ROP recommends that we continue to lease the Turlock facility to provide electrical training to adults. Attached is the lease agreement between L& M Investments and the Eden Area ROP for the property located at:

2430 Acme Court, Turlock, CA 95380

The lease agreement will commence from October 1, 2018 to September 30, 2019.

CONSENT CALENDAR



COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/15)

	L & M INVESTMENTS Eden Area ROP		("Landlord") and ("Tenant") agree as follows:
1.	PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the 2480 ACME COURT, TURLOCK, CA 95380	real property and improvement	
	comprise approximately 50 % of the total square footage of rentable	le space in the entire property.	See exhibitfor a further
	description of the Premises.		
2.	TERM: The term begins on (date) October 1, 2018		("Commencement Date")
	(Check A or B): ✓ A. Lease: and shall terminate on (date) September 30, 201€	at 11:59	□AM □PM. Any holding over after the
	A. Lease: and shall terminate on (date) September 30, 2018 term of this agreement expires, with Landlord's consent, shall create	a month-to-month tenancy that	t either party may terminate as specified in
	paragraph 2B. Rent shall be at a rate equal to the rent for the i	mmediately preceding month,	payable in advance. All other terms and
- 1	conditions of this agreement shall remain in full force and effect. B. Month-to-month: and continues as a month-to-month tenancy. Eith	er party may terminate the tens	ancy by giving written notice to the other at
	least 30 days prior to the intended termination date, subject to any a		
	C. RENEWAL OR EXTENSION TERMS: See attached addendum		·
	BASE RENT:		
	A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY:)		
	✓ (1) \$ 1,600.00 per month, for the term of the agree per month, for the first 12 months of	ment. The agreement. Commencing v	vith the 13th month, and upon expiration of
	each 12 months thereafter, rent shall be adjusted according to		
	Statistics of the Department of Labor for All Urban Consumers	("CPI") for	78.1
	(the city nearest the location of the Premises), based on the preceding the first calendar month during which the adjustme	iollowing formula: Base Rent want is to take effect, and divide	will be multiplied by the most current CPI and by the most recent CPI preceding the
	Commencement Date. In no event shall any adjusted Base Re		
	adjustment. If the CPI is no longer published, then the adjustment	ent to Base Rent shall be base	ed on an alternate index that most closely
	reflects the CPI. (3) \$: per month for the period commencing	300	d ending and
	(3) \$ per month for the period commencing per month for the period commencing	i and	d ending and
	per month for the period commencing	, and	d ending
	(4) In accordance with the attached rent schedule. (5) Other:		
	on a 30-day period. If Tenant has paid one full month's Base Rent in adv shall be prorated based on a 30-day period. RENT: A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Land B. Bayment: Rent shall be paid to (Name)		
•	Definition: ("Rent") shall mean all monetary obligations of Teriant to Land L & M Po. Box 7	766, Turlock, CA 95381	, or at any other
	location specified by Landlord in writing to Tenant.		
	Timing: Base Rent shall be paid as specified in paragraph 3. All other Re		after Tenant is billed by Landlord.
5. E	EARLY POSSESSION: Tenant is entitled to possession of the Premises on f_Tenant is in possession prior to the Commencement Date, during this tile	in possession	to nay Base Bont, and (ii) Tonant Lie
	is not obligated to pay Rent other than Base Rent. Whether or not Terbligated to comply with all other terms of this agreement.	nant is obligated to pay Rent p	prior to Commencement Date, Tenant is
5. 5	ECURITY DEPOSIT:		
,	. Tenant agrees to pay Landlord \$ as a secu (IF CHECKED:) If Base Rent increases during the term of this agreen	urity deposit. Tenant agrees no	t to hold Broker responsible for its return.
	as the increase in Base Rent.	nent, Tenant agrees to increase	e security deposit by the same proportion
E	3. All or any portion of the security deposit may be used, as reasonably ne	ecessary, to: (i) cure Tenant's	default in payment of Rent, late charges,
	non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage licensee of Tenant; (iii) broom clean the Premises, if necessary, upon		
	Tenant, SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LI		
	security deposit is used during tenancy, Tenant agrees to reinstate the		
	Tenant. Within 30 days after Landlord receives possession of the Premis- amount of any security deposit received and the basis for its disposition	es, Landlord shall: (I) furnish Te on, and (II) return any remaini	enant an itemized statement indicating the
	However, if the Landlord's only claim upon the security deposit is for		
	deduction of unpaid Rent, shall be returned within 14 days after the Land	flord receives possession.	
C	No interest will be paid on security deposit, unless required by local ordin	iance,	
.and	ord's Initials(Tenant's Initials (
		N determinant	
	5. California Association of REALTORS® Inc.		

Pre	emises: 2480 Acme Court, Turlock, CA 95380			ی Date	July 3, 2018		
7.	PAYMENTS:						
		TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	<u>DUE DATE</u>		
A.	Rent: From 10/1/2018 To 9/30/2019 Date	\$ 1,600.00	\$	\$ 1,600.00	10/1/2018		
В.	Security Deposit	\$	\$	\$	· ·		
C.	Other:Category	\$	\$	\$			
	Category Other:Category	\$	\$	\$			
	Category Total:	\$ 1,600.00	\$				
	PARKING: Tenant is entitled to Common area				· nicle parking spaces. The right		
	to parking sis is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicle leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperably vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted. ADDITIONAL STORAGE: Storage is permitted as follows: within warehouse and fenced yard The right to additional storage space is in included in the Base Rent charged pursuant to paragraph 3. If not included in Base Ren storage space shall be an additional \$ per month. Tenant shall store only personal property that it claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food of perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area. D. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlor to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively \$ 150.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur b reason of Tenant's late						
11.	remedies under this agreement, and as provide CONDITION OF PREMISES: Tenant has exa		and acknowledges that	: Premise is clean and in	operative condition, with the		
	following exceptions: none Items listed as exceptions shall be dealt with in						
				N-112-112-112-112-112-112-112-112-112-11			
12.	ZONING AND LAND USE: Tenant accepts the makes no representation or warranty that Prem regarding all applicable Laws.	e Premises subject to nises are now or in the	all local, state and fede e future will be suitable t	ral laws, regulations and of for Tenant's use. Tenant h	ordinances ("Laws"). Landlord has made its own investigation		
13.	TENANT OPERATING EXPENSES: Tenant ag sewer, garbage and security, if not billed directly.	rees to pay for all util	ities and services directly	y billed to Tenant and reim	burse Landlord for water,		
14.	PROPERTY OPERATING EXPENSES:			•			
1-7.	A. Tenant agrees to pay its proportionate shall area maintenance, consolidated utility and s to the total square footage of the rentable s	ervice bills, insurance,	, and real property taxes,	perating expenses, includi based on the ratio of the s	ing but not limited to, common quare footage of the Premises		
OR	B. (If checked) Paragraph 14 does not app	ly.					
15.	USE: The Premises are for the sole use as was No other use is permitted without Landlord's p	rior written consent. I	f any use by Tenant cau	uses an increase in the pu	remium on Landlord's existing		
	property insurance, Tenant shall pay for the inc	reased cost. Tenant v	vill comply with all Laws	affecting its use of the Pre	emises.		
16.	RULES/REGULATIONS: Tenant agrees to co any time posted on the Premises or delivered annoy, endanger, or interfere with other tenar limited to, using, manufacturing, selling, storin waste or nuisance on or about the Premises.	to Tenant. Tenant s its of the building or	hall not, and shall ensu neighbors, or use the I	re that guests and license Premises for any unlawfu	ees of Tenant do not, disturb, I purposes, including, but not		
17.	MAINTENANCE: A. Tenant OR (If checked, Landlord) sha water systems, if any, and keep glass, wind the Premises, Landlord may contract for or B. Landlord OR (If checked, Tenant) sha	lows and doors in op- perform such mainter Il maintain the roof, f	erable and safe conditior nance, and charge Tena	n. Unless Landlord is chec nt for Landlord's cost.	ked, if Tenant fails to maintain		
	Landlord's Initials () ()	Tenant's In	itials () (

- 18. ALTERATIONS: Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. GOVERNMENT IMPOSED ALTERATIONS: Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. ENTRY: Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. SIGNS: Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ______) day period preceding the termination of the agreement.
- 22. SUBLETTING/ASSIGNMENT: Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. POSSESSION: If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or _______) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. TENANT'S OBLIGATIONS UPON VACATING PREMISES: Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. BREACH OF CONTRACT/EARLY TERMINATION: In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. HAZARDOUS MATERIALS: Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION: If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. INSURANCE: Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$\frac{1,000,000.00}{2}\$ and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$\frac{1,000,000.00}{2}\$, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

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- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE): Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER: Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION: This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS: Landlord states that the Premises has, or has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises has, or has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

35. DISPUTE RESOLUTION:

- A. MEDIATION: Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES: (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
 - (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
 - (3) BROKERS: Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION "

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COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

Pr	emises: 2480 Acme Court, Turlock, CA 95380 Date July 3, 2018
36	JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
37	NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:
La	ndlord: L&M INVESTMENTS Tenant: Eden Area ROP
	P.O. BOX 766
	Turlock, CA 95381
_	209-667-2851
	tice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or 5 days after mailing notice to such location by first class mail, postage pre-paid.
38	WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
39	INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.
40	OTHER TERMS AND CONDITIONS/SUPPLEMENTS:
	THE RESIDENCE OF THE PROPERTY
	The following ATTACHED supplements/exhibits are incorporated in this agreement: Option Agreement (C.A.R. Form OA)
41.	ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.
42.	ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
43.	BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.
44.	AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent:(Print Firm Name) is the agent of (check one):
	the Landlord exclusively; or both the Tenant and Landlord. Selling Agent: (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
	☐ the Tenant exclusively; or ☐ the Landiord exclusively; or ☐ both the Tenant and Landlord. Real Estate Brokers are not parties to the agreement between Tenant and Landlord.
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Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant			Date	Manager 1
Eden Area ROP				
(Print name)				
Address		City	State	Zip
Tenant			Date	WALLESTANDON
(Print name)				
Address		City	State	Zip
which is hereby ack successors and assignationney fees included Landlord and Tenant; this Agreement before	mowledged, the undersigned ("Guns, the prompt payment of Rent or I in enforcing the Agreement; (ii) coand (iii) waive any right to require a seeking to enforce this Guarantee		ditionally to Landlord a Agreement, including any ons of any term in this A	and Landlord's agents, and all court costs and Agreement agreed to by
Guarantor (Print i	Name)		Date	
Address		City		Zip
Telephone	Fax	City E-mail		
Landlord agrees to rent	the Premises on the above term	s and conditions.		
Landlord	\leq		Date	5-18
,	ent with authority to enter into this a	greenent).		
Address P.O. BOX 766,		City Turlock	State CA	Zip 95381
Landlord			Date	
(owner or ag Address	ent with authority to enter into this	agreement)		
		okers who are not also Landlord in this agree		
Real Estate Broker (Leasi	ing Firm)		CalBRE Lic. #	
		CalBRE Lic. #		
by (Agent)				
Address		City	State	Zip
Telephone	Fax	E-mail		
Real Estate Broker (Listin	g Firm)		CalBRE Lic.#_	
		CalBRE Lic. #		
Address		City	State	Zip
Telephone	Fax	E-mail		
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Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the California Association of REALTORS®

Date

@EdenAreaROP

DATE: September 6, 2018
TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the MOU with

Alameda County Office of Education (ACOE) for Payroll

Services for the 2018-2019 School Year

BACKGROUND

The Eden Area ROP contracts its payroll processing services with Alameda County Office of Education (ACOE). The contract includes processing of employee deductions, health and welfare and timesheets. CALSTRS and CalPERS reporting is also included in the contract.

CURRENT SITUATION

The attached MOU with the Alameda County Office of Education (ACOE) provides details of the payroll processing services for 2018-2019 school year.

CONSENT CALENDAR



MEMORANDUM OF UNDERSTANDING

PARTIES:

This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and Eden Area Occupational

Program (EAROP).

PURPOSE:

The purpose of this M.O.U. is to enable the ACOE and EAROP to have the ACOE

provide certain payroll processing services, and ACOE is willing and able to

provide such services.

AUTHORITY:

This M.O.U. is entered into by and between the parties in exercise of the authority

set forth in and governed by the laws of the State of California.

TERM:

This M.O.U. shall become effective upon the date of execution by both the parties

and shall continue for a period of 12 months effective July 1, 2018 and ends

June 30, 2019. This agreement is renewable from year to year, unless either party

gives notice of intent to withdraw by May 15th of the effective period.

SCOPE OF SERVICES:

A. The ACOE (Internal Business Services department) agrees to provide the following services:

- 1. Process monthly time cards.
- 2. Process employee payroll deductions and health & welfare insurance premiums through payroll.
- 3. Prepare manual payroll warrants, if necessary.
- 4. Set up and update specific employee payroll record data in ESCAPE (i.e. W-4, Advanced Earned Income Credit or AEIC, DE-4, direct deposit and retirement add-ons).
- 5. Prepare STRS & PERS reports and reconcile to financial system.
- 6. Include EAROP in Agency's STRS and PERS reports under EAROP's own Unit Code identity.
- 7. Reconcile and file quarterly and annual federal and state employer payroll tax reports including W-2 forms and State Unemployment Insurance reports.

- 8. Provide Direct Deposit of payroll warrants.
- 9. Deposit federal and state payroll taxes.
- 10. Meet with EAROP personnel manager and/or business manager, as needed, to implement required payroll procedures.
- 11. Regular payrolls will be processed once a month at ACOE in accordance with the EAROP calendar.
- B. EAROP agrees to complete, on a timely manner, all information necessary to process the payroll.
 - 1. Timesheets must be received by ACOE's payroll department no later than 2 business days after the 15th of each month.
 - 2. EAROP will provide ACOE with no less than three weeks advance notice from Payroll cutoff date of any salary increase resulting in a retro payment.
 - 3. EAROP will establish payroll parameters; calendars, work year, pay schedules and other necessary information to produce an accurate payroll.
 - 4. EAROP will track the balances of all sick leaves, vacation leaves and any other leaves. Also EAROP will track and manage reports all items related to the Affordable Care Act.
 - 5. Set up annual rates for PERS, STRS, Workers' Compensation, State Unemployment Insurance, health & welfare premiums, and other payroll related employer and employee deductions.
 - 6. Review payroll set-up and add-ons.
 - 7. Reconcile and mail vendor warrants excluding health & welfare insurance premiums.
 - 8. Enroll qualified employees under PERS and STRS systems (my/CalPERS or REAP).
 - 9. Maintain payroll vendor file.
 - 10. EAROP is responsible for keeping original copies of payroll records. Only copies of such records will be sent to ACOE.
 - 11. Responsible for paying Local Experience Charge (LEC) bills and sales taxes.
 - 12. EAROP shall ensure that sufficient funds are available in their County Treasurer's account to cover the full amount of payroll.
- 13. In case of payroll related questions, ACOE will discuss the issue with the EUSD office personnel and not directly with the affected employee.

COMPENSATION:

In exchange for the support and services to be provided by ACOE under the terms and conditions of this Agreement, EAROP shall pay ACOE the amount of \$26,000. ACOE shall invoice EAROP quarterly in the amount of \$6,500.

INSURANCE:

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

INDEMNIFICATION:

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless EAROP and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.
- B. Insofar as permitted by law, EAROP shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of EAROP, its officers, agents or employees.
- C. It is the intent of the ACOE and EAROP that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. ACOE and EAROP agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and EAROP further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

TERMINATION/SUSPENSION:

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

NON-DISCRIMINATION:

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

NOTICES:

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

To ACOE:

Alameda County Office of Education

313 West Winton Avenue Hayward, CA 94544

To Eden Area Occupational Program:

Eden Area Occupational Program

26316 Hesperian Blvd. Hayward, CA 94545

INTEGRATION:

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

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

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

ALAMEDA COUNTY OFFICE OF EDUCATION (ACOE Representative)	EDEN AREA OCCUPATIONAL PROGRAM (EAROP Representative)
DeCarlos Kaigler, Fiscal Director Internal Business Services Printed Name and Title	Marites Fermin (Business Maraye) Printed Name and Title
Date: 7-17-18	Date: _ 2/2018

@EdenAreaROP

DATE: September 6, 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

Associated Builders and Contractors of Northern California

(ABC NorCal) for the 2018-2019 School Year

BACKGROUND

Apprenticeship in California dates back to the Shelly-Maloney Apprenticeship Labor Standards Act of 1939. Apprenticeship programs include on-the-job training and related and supplementary classroom instruction. In order for an apprenticeship to exist one of the required partners must be a local education agency (LEA). LEAs may provide both the instructor and the classroom facilities or only serve as the fiscal agent.

CURRENT SITUATION

Associated Builders and Contractors of Northern California (ABC NorCal) provides apprenticeship programs throughout the state in electrical, carpentry, plumbing, painting and skilled labor. Our partnership with ABC NorCal has generated benefits for our students by expanding their links to employers and labor representatives, updating curriculum to interface with these programs, and encouraging non-traditional career opportunities for women and minorities.

The MOU before you tonight is a continuation of the agreement that has been approved in past years, in that the Eden Area ROP will continue to serve as the fiscal agent. This would require us to monitor the hours of service provided by the programs. In return, the Eden Area ROP retains a minimum of twenty (20) percent for administrative costs and pre-apprenticeship opportunities for our students.

CONSENT CALENDAR



26316 Hesperian Blvd.

Hayward, CA 94545
P: (510) 293-2900 • F: (510) 293-8225 • www.edenrop.org

Superintendent: Linda Granger

MEMORANDUM OF UNDERSTANDING

Eden Area Regional Occupational Program (Eden Area ROP) agrees to become the Local educational Agency (LEA) for the Associated Builders and Contractors, Northern California Chapter (Apprenticeship Committee), from July 1, 2018 to June 30, 2019. Both parties will agree to the following:

- 1. Eden Area ROP will reimburse the Associated Builders and Contractors for apprenticeship expenses according to the current annual apportionment when the 2018-2019 allocation is distributed.
- 2. The Apprenticeship Committee understands that of the hours allocated, zero hours belong to the Apprenticeship Committee and are transferable. The remaining 63,261 hours are loaned to the Apprenticeship Committee and belong to Eden Area ROP and will return to the ROP at the end of the agreement period.
- 3. Any reimbursement of unused money from the above allocation will be made effective within forty-five (45) days of the following schedule:

 Forty-five (45) days after documentation is submitted and approved.
- 4. The Apprenticeship Committee understands that all reimbursement expenses must be preapproved and documented in hard copy.
- 5. The Apprenticeship Committee understands that any reimbursement can only be used on apprenticeship-related expenses.
- 6. The Eden Area ROP will reimburse only in accordance with the amount of hours actually generated. Any hours not generated up to the 63,261 hours will not be reimbursed.
- 7. The Apprenticeship Committee is responsible for any expenses accrued over the actual amount of student hours generated or the allocation stated above. The Apprenticeship committee will be responsible to reimburse Eden Area ROP for the amount of the shortfall.
- 8. Expenses incurred for this Apprenticeship Committee by Eden Area ROP during a reimbursement period will be deducted from the total reimbursement amount. Expenses are defined as, but not limited to: salaries, administrative assistants, mandatory benefits, instructional materials and other related costs.

- 9. It is understood that Eden Area ROP will retain twenty (20) percent for administration costs.
- 10. This agreement is for the period mentioned above and is on a year to year basis and is automatically renewable as agreed upon by all parties. Should either party wish to rescind the agreement, it can do so by May 1 of the year noted above.
- 11. The Apprenticeship Committee is responsible for keeping attendance using Eden Area ROP forms and returning them to Eden Area ROP at pre-arranged times throughout the school year.
- 12. The Apprenticeship Committee understands that Eden Area ROP must be contacted concerning any changes in scheduling, instructors, etc. or any other change that would alter this agreement.
- 13. The Eden Area ROP will ensure that a representative will attend monthly Unilateral Apprenticeship Committee meetings (UAC) as well as California Apprenticeship Council) meetings at least once per year.
- 14. The Eden Area ROP will provide other educational support and training to program sponsors as requested such as curriculum review and teacher observations.
- 15. The Eden Area ROP will monitor RSI hours and complete mandated reports requested by California Community College Chancellors Office (CCCCO).
- 16. The Apprenticeship Committee operates student apprenticeship programs registered by the Division of Apprenticeship Standards under the supervision of the Eden Area ROP. In accordance with California Labor Code section 3368, the Eden Area ROP shall be considered the employer under Division 4 of the California Labor Code (commencing with Section 3200) of persons receiving this apprenticeship training, unless the persons during the training are being paid a cash wage or salary by a private employer. Further, an apprentice, while attending related and supplemental instruction classes, shall be considered to be in the employ of the apprentice's employer, unless the apprentice is unemployed. The parties acknowledge that the Apprentice Committee shall not be responsible for providing workers compensation coverage to its apprentices under any circumstances.

under any circumstances.	
Michila Daville	3/15/18
President/CEO /	Date
Director of Adult Programs, Eden Area ROP	Date



FROM: Linda Granger, Superintendent

PREPARED BY: Bernie Phelan, Director of Educational Services

SUBJECT: Request the Governing Board to approve the MOU with CRY-

ROP for CTE TEACH for the 2018-2019 School Year

BACKGROUND

The Colton Redlands Yucaipa Regional Occupational Program (CRY-ROP), in partnership with the California Department of Education and Governor's Career Technical Education Initiative, is offering K-12 school districts, ROCPs, community colleges, and charter schools the opportunity to participate in a statewide program to fully develop CTE TEACH, a new teacher training program.

CURRENT SITUATION

CTE TEACH is similar to the Beginning Teacher Support and Assessment (BTSA) program for regular academic teachers and is designed to support the unique needs of new Career Technical Education teachers transitioning from industry to the classroom.

This program requires at least one Mentor Teacher to complete the number of designated hours assigned in this MOU of CTE TEACH program work including: conduction training following the CTE TEACH professional development curriculum, classroom visits/teacher observations, non-evaluate coaching related to classroom visits/teacher observations and other forms of technical assistance to support the beginning CTE teacher.

Compensation of up to \$15,000.00 for staff time plus travel and accommodation expenses is available through this project. The Eden Area ROP has applied and been selected to provide services via this program.

CONSENT CALENDAR



CTE TEACH Site Memorandum of Understanding

This memorandum of understanding sets forth the terms of agreement between the Colton-Redlands-Yucaipa Regional Occupational Program (hereafter CRY-ROP) and

Eden Area ROP

(Educational Agency hereafter Participating Agency), with regards to participation in the CTE TEACH and CTE TEACH site program.

I. Background

The California State Plan for Career and Technical Education, 2008-2012, identifies as an essential element of a world-class CTE system the need for initial preparation and on-going professional development of CTE educators. Since 2009, CRY-ROP's CTE TEACH department, in partnership with the California Department of Education, has offered a professional development program for K-12 school districts, ROCPs, community colleges, and charter schools to provide the demonstrated critical support needed for CTE teacher success.

Recognizing that many local educational agencies have a need for professional development activities to support CTE educators, CRY-ROP offers CTE TEACH site grant opportunities to eligible educational agencies.

II. Purpose of Agreement

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as they relate to the implementation of the CTE TEACH professional development program for CTE educators.

III. <u>Duration of Agreement</u>

The term of this agreement shall be from September 4, 2018 through and including June 30, 2019 unless modified or terminated in writing. The termination can be exercised by either party 30 days following written notice.

IV. Program Description

The CTE TEACH program, administered by CRY-ROP, is a comprehensive professional development program modeled after their highly successful Teacher Induction Program (TIP) that has received Model Practices award recognition from the California Department of Education. This model professional development program replicates what was learned from the Teacher Induction Program and is designed for beginning career/technical education teachers to provide an effective transition from industry into the teaching profession. CTE TEACH involves administrative supervision overseeing the use of Mentor Teachers to provide structured training for beginning CTE educators, as well as technical assistance and informal observation intended to guide and support the new teacher related to the training. The CTE TEACH professional development training addresses all the teaching practices proven to be effective and is presented in a sequenced and scaffolding structure that includes teaching methods, learning styles, lesson planning, CTE concepts, equity and diversity in the classroom, mandated reporting, and legal/ethical issues. This coordinated and comprehensive approach

to professional development can enhance teacher success in the classroom and increase teacher retention in your program.

V. **Special Provisions**

- 1. This agreement is entered into by the duly authorized officials of each respective party.
- 2. It is understood by both parties that each will fulfill its responsibility under the agreement in accordance with the provisions of law and regulations that govern their activities. Nothing in this agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this agreement the affected party shall immediately provide written notice to the other party to establish a date for mutual termination of the agreement.
- 3. This MOU constitutes the entire agreement here to with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this MOU. No amendment, modification or alteration of the terms of the MOU shall be binding on either party unless submitted in writing, dated subsequent to the date of this MOU, and is duly executed by both parties.
- 4. Neither party may incur any debt, obligation, expense or liability of any kind of the other party without the other party's written approval.
- 5. This agreement may be amended by the mutual written consent of the parties here to.

VI. Responsibilities of the Parties under Agreement

In consideration of the mutual aims and desires of the parties to this agreement and in recognition of the benefit to be derived from the effective implementation of the program, the parties agree that their responsibilities under this agreement shall be as follows:

A. CRY-ROP shall:

- 1. Pay the Participating Agency for CTE TEACH services rendered and as specified, the total amount of \$15,000.00 (300 hours at a rate of \$50.00 per service hour) upon receipt of all fully completed CTE TEACH Quarterly Reports with accompanying invoices in the last fiscal quarter.
- 2. Furnish all information and forms necessary to the performance of this agreement.
- 3. Provide curriculum and training for Mentor Teachers.
- 4. Provide administrator support focusing on strategies and practices needed to implement the CTE TEACH program.
- 5. Monitor the performance of the Participating Agency in regards to responsibilities under this MOU and advise the Participating Agency of any and all concerns.

B. Participating Agency shall:

- 1. Identify at least one Participating Agency administrator that will oversee the CTE TEACH program on site. Specific responsibilities include the following:
 - a. Be available for consultation with selected Mentor Teachers regarding instructional matters.
 - b. Attend a Statewide Advisory Meeting hosted by CRY-ROP via video conference spring 2019.
 - c. Submit fully completed Quarterly Reports with accompanying invoices. All sections of the Quarterly Reports must be completed, if applicable. The last Quarterly Report and

any final invoices must be received no later than July 15, 2019. Note that no funds may be used for equipment, supplies or indirect costs. The reports are due no later than 30 days after the end of each quarter:

- i. Quarter 1 ends September 30, 2018-Report due by October 31, 2018
- ii. Quarter 2 ends December 31, 2018 Report due by January 30, 2019
- iii. Quarter 3 ends March 31, 2019 Report due by April 30, 2019
- iv. Quarter 4 ends June 30, 2019 Report due by July 15, 2019
- d. Administrators are responsible for reviewing Mentor logs for completeness and assurance that all tasks/activities align with the objectives of the grant.
- e. Submit additional documentation and reports as required.

i. Including a sustainability plan due March 29, 2019

- 2. Identify at least one Mentor Teacher to complete the number of designated hours assigned in this MOU of CTE TEACH program work including: conducting training following the CTE TEACH professional development curriculum, classroom visits/teacher observations, non-evaluative coaching related to classroom visits/teacher observations and other forms of technical assistance to support the beginning CTE teacher. Specific responsibilities include the following:
 - a. Complete online the CTE Teach Mentor Training modules available through CTE Online (www.cteonline.org) by the end of second quarter, December 31, 2018. Mentors added to the grant after December 31, 2018 will have 30 days after notifying CTE teach to complete the online training.
 - b. Participate in five training webinars provided by CTE TEACH.
 - c. Attend a Statewide Advisory Meeting hosted by CRY-ROP via webinar, spring 2019.
 - d. Attend **one of two** Statewide Mentor Trainings, November 14, 2018 (southern sites) or March 2019 (northern sites).
 - e. Hold quarterly workshops outlined in the CTE TEACH curriculum for teachers.
 - f. Provide one-on-one time with individual teachers to discuss challenges via phone, email, or in person weekly.
 - g. Mentor and work closely with assigned teachers to provide support and assistance.
 - h. Provide information and guidance to teachers pertaining to instructional methodologies and resources, effective teaching strategies for classroom management, and lesson plan design and development.
 - i. Meet with assigned teachers and coordinate site visits conducting classroom observations and providing peer coaching follow-up and feedback pertaining to effective teaching strategies and student motivation.
 - Conduct a minimum of two observations with feedback per semester for each assigned teacher.
 - k. Be available on an "on-call" basis and visit or call each assigned teacher every month.
 - 1. Function as a methodology specialist for specialty or content area as applicable.
 - m. Consult with teachers regarding instructional matters and site procedures, including attendance, record keeping, and forms.
 - n. Coordinate and facilitate the sharing of resources and expertise. Consult with administrators regarding instructional matters.
 - o. Serve as a professional role model for colleagues and favorably represent site. Participate in quarterly webinars hosted by CRY-ROP.
 - p. Log their hours of instruction on the Mentor Teacher Activity Log and submit to administrator in a timely manner.

q. Submit additional documentation and reports as required.

VII. <u>Failure to Provide Satisfactory Service, Abandonment of Program, Cancellation of Agreement</u>

If, at any time during the performance of this agreement, CRY-ROP and the California Department of Education determines, at their discretion, that Participating Agency's services have become unsatisfactory, or if at any time during the performance of this agreement CRY-ROP determines, at its sole discretion, to suspend indefinitely work on CTE TEACH, CRY-ROP shall have the right to cancel this agreement regarding the Participating Agency's services related to CTE TEACH. In the event of such cancellation, CRY-ROP shall give written notice to Participating Agency of its intention to cancel thirty (30) days in advance of the effective date of the cancellation.

If the cancellation is for unsatisfactory performance, CRY-ROP shall be obligated to pay Participating Agency only for those services deemed by CRY-ROP to be satisfactory as of the effective date of the cancellation or termination. If the cancellation is the result of CRY-ROP's decision to suspend indefinitely or abandon the work under this agreement, CRY-ROP shall be obligated to pay Participating Agency only for those services performed by Participating Agency through the effective date of cancellation or termination.

Approved By: Participating Agency Information:	Name: Stephanie Houston Title: Superintendent		
Name: Title: Signature:	Signature: Date:		
Date: Street: City: State: <u>CA</u>	Mail the MOU with original signatures to: Colton-Redlands-Yucaipa ROP Attention: CTE TEACH Elena Hernandez- Peer Coach Leader 1214 Indiana Ct Redlands, CA 92374		

This MOU must be printed and signed by the superintendent/designee and submitted to the appropriate governing body for consideration.



FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board approve the MOU with the

Hayward Unified School District for the Independent Study Teacher to Support the Hayward Promise Neighborhoods

Program for the 2018-2019 School Year

BACKGROUND

The Hayward Promise Neighborhoods is in its second round of federal funding. Promise Neighborhood grants are 5 years in duration and are cradle to career initiatives focused on transforming a neighborhood within the city. The first Promise Neighborhood grant focused on the Jackson Triangle neighborhood and the new Promise Neighborhood grant focuses on South Hayward.

CURRENT SITUATION

The Eden Area ROP as a partner in this project will provide career technical programs and assist in dropout prevention for identified students. To this end, HUSD assigns a teacher to EAROP that provides credit recovery to students attending ROP who live in the South Hayward Promise Neighborhood or attend the target high school. This MOU outlines our agreement with Hayward Unified School District to reimburse the district for the cost of this employee.

Fiscal Impact:

None, position is grant funded.

CONSENT CALENDAR

MEMORANDUM OF UNDERSTANDING BETWEEN

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM AND HAYWARD UNIFIED SCHOOL DISTRICT THROUGH THE HAYWARD PROMISE NEIGHBORHOOD PARTNERSHIP

I. TERMS OF MOU:

This agreement shall commence on July 1, 2018 and shall extend through June 30, 2019.

II. CONTRACT AMOUNT

The teacher contract amount for \$132,278 for salary and benefits.

III. PURPOSE:

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

IV. ROLE AND RESPONSIBILLITES OF Eden Area ROP

- The ROP shall provide leadership and coordination services to ensure quality academic and career technical standards are met.
- The ROP will provide data control services for registration, attendance, grades, transcripts, and other student records.
- Attendance reporting will be reflected by both the ROP and HUSD
- Reimbursement back to district for the independent study teacher at \$132,278 along with benefits.

V. ROLES AND RESPONSIBILITIES OF HUSD

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

VI. TERMS OF AGREEMENT

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

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

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

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

Date:	
Linda Granger	Allan Garde
Superintendent Eden Area Regional Occupational Program	Assistant Superintendent Business Services Hayward Unified School District



FROM: Linda Granger, Superintendent

PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the MOU with the

Hayward Unified School District for Student Transportation for

the 2018-2019 School Year

BACKGROUND

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

CURRENT SITUATION

For the 2018-2019 school year we are continuing the contract between Hayward Unified School District and the Eden Area ROP to provide daily transportation services to and from Hayward Unified School District and San Leandro Unified School District high schools and the ROP Center.

CONSENT CALENDAR



HAYWARD UNIFIED SCHOOL DISTRICT



Building a Culture of Success

MEMORANDUM OF UNDERSTANDING EDEN AREA REGIONAL OCCUPATIONAL PROGRAM AND HAYWARD UNIFIED SCHOOL DISTRICT 2018-19 TRANSPORTATION AGREEMENT

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

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

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

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

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

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

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

HUSD agrees to provide bus transportation from August 2018 through June 2019. The costs will be \$330,518.00 with a maximum of 31,500 miles for 180 days.



HAYWARD UNIFIED SCHOOL DISTRICT



Building a Culture of Success

The daily and average mileage is as follows:

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

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

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

Eden Area ROP agrees to pay the base contract amount of \$330,518.00 in four quarterly installments of \$82,629.50 on or before September 30, 2018, December 31, 2018, March 31, 2019, and June 30, 2019.

Signed	
Dr. Matt Wayne, Superintendent Hayward Unified School District	Date
Signed	
Linda Granger, Superintendent Eden Area ROP	Date
HUSD Board of Education Approval Date:	



FROM: Linda Granger, Superintendent

PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the MOU with the San

Lorenzo Unified School District for Student Transportation for

the 2018-2019 School Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services for students with the participating districts and outside vendors. San Lorenzo started bussing their own students last year when Hayward Unified could no longer provide the services.

CURRENT SITUATION

San Lorenzo Unified School District has 2 locations for pick-up and drop-off. They will continue to provide transportation for their students this year but only for one (1) location due to unavailability of drivers. The other bus is contracted by Eden Area ROP directly with Michael's Transportation.

This contract between San Lorenzo Unified School District and Eden Area ROP will provide daily transportation services to and from the ROP Center and San Lorenzo Unified School District high schools for the school year 2018-2019.

CONSENT CALENDAR

Memorandum of Understanding Between Eden Area Regional Occupational Program And San Lorenzo Unified School District

This Memorandum of Understanding dated August 15, 2018 ("MOU") is made between San Lorenzo Unified School District, a public school district in the County of Alameda, State of California ("District"), and Eden Area Regional Occupational Program (ROP) ("Eden Area ROP").

Recitals

A. Whereas, District and Eden Area ROP agree the District will provide transportation services of one bus to District students at Arroyo High School attending Eden Area ROP, as defined in the Agreement;

Now therefore, District and Eden Area ROP (collectively, "Parties"), hereby agree as follows:

COST

The annual cost of transportation services under this Agreement shall be Eight Four Thousand - (\$84,000). Eden Area ROP shall be responsible to pay the District the total sum of these costs, to be paid in ten (10) equal monthly payments of \$8,400 per month. Said amount shall be prorated in the event that the District elects to delay the commencement date of the term as set forth herein. The District shall provide periodic invoices to Eden Area ROP for all amounts due hereunder. Eden Area ROP shall pay any such invoice within thirty (30) days after receipt thereof.

TERMS: CONFLICT

The term of this Agreement is from August 15, 2018, through June 3, 2019, provided that the District may delay the commencement date of the term in the event that the District is unable to secure bus drivers necessary to perform District's obligations under this Agreement, as determined by the District in its sole discretion. Notwithstanding anything stated to the contrary in this Agreement, the District shall be excused from performance under this Agreement, and shall not be deemed to be in breach hereof, during any period of time when the District is unable to secure such drivers.

All other terms and conditions contained in the Agreement shall remain in full force and effect and this Addendum shall not affect any provisions of the Agreement, except as otherwise set forth herein. In the event there is conflicting language between the Agreement and this Addendum, this Addendum shall prevail.

MISCELLANEOUS TERMS

- A. <u>Counterparts</u>. This Addendum may be executed in counterparts and a facsimile signature shall be sufficient to bind each party.
- B. <u>**Definitions**</u>. All terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- C. <u>Entire Agreement</u>. The Agreement, together with this Addendum, constitutes the entire agreement between District and Eden Area ROP related to the rights herein granted and the obligations herein created.
- D. Warranty of Authority. Each of the persons signing this Addendum represents and warrants that such person has been duly authorized to sign this Addendum on behalf of the party indicated, and each of the parties by signing this Addendum warrants and represents that such party is legally authorized and entitled to enter into this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum, through their respective officers or representatives duly authorized, as of the day and year first above written.

<u>District:</u> San Lorenzo Unified School District	Eden Area ROP: Eden Area Regional Occupational Program
By: Its: Assistant Superintendent, Business Services	By:
Date: August 22,3018	Date:

SAN LORENZO UNIFIED SCHOOL DISTRICT

Board of Education

Regular Meeting of August 21, 2018

Agenda item:

(CC) 1.13.9

Subject:

Memorandum of Understanding (MOU) for Transportation Services with

Eden Area Regional Occupation Program (ROP)

Prepared By:

Madeline Gabel, Assistant Superintendent of Business Services

Type of Action:

Information and Action

BACKGROUND:

In August 2017 the District provided mid-day bus service to high school ROP students to ROP. This school year 2018-19 we are able to provide one bus for Arroyo students morning, mid-day and afternoon. San Lorenzo High and East Bay Arts will be provided bus services through a contractor of ROP's choice.

FINANCIAL IMPLICATIONS:

Total cost of service is \$84,000. The cost of the program will be reimbursed fully by Eden Area ROP in ten equal monthly payments, therefore, no Fiscal impact to the District.

RECOMMENDATION:

I move approval of the MOU for Transportation services with Eden Area Regional Occupational Program (ROP).

SLZUSD ROP Quote 2018-19

TOTAL/year Total/year (180 Days) Our Cost ROP Charge		\$16,650		\$35,550		\$8,930		\$18,900		\$78,130
TOTAL/year Our Cost		\$10,530		\$ 22,500		\$27,180		\$12,060		\$72,270
TOTAL / DAY	OUR COST	\$58.50		\$125.00		\$ 151.00		\$ 67.00		
TOTAL / Day				\$197.50		\$235.00		\$33.00 \$105.00		GRAND TOTAL
Cost	\$3,00	\$33.00		\$66.00		\$66.00		\$33.00		GRA
\$5.00 ROP		\$55.00		\$110.00 \$66.00		\$110.00 \$66.00		\$55.00		
Miles		11		22		22		11		
Our	\$34.00	\$25.5		\$59.5		\$85.00		\$34.00		
\$50/Hr		\$37.5		\$87.5		\$125.00		\$50.00		
<u>Day</u>		M-F		M,T,Th,F		*		M-F		
Time Line		725am –	815am	1045am-	1230pm	1000am -	12:30pm	310pm -	4:10pm	

SLzUSD 2018-19 Bus Route Information

AM Route #	Driver	<u>To</u>	# pass.	Route Time
1a	Scott Michael	Colonial Acres (OF to Grant, Bay & DR – transfers to Rt 2 @ CA)	70	7:25am – 7:45am
1b	Scott Michael	Del Rey	45	7:50am – 8:25am
2a	Wendy DeLeon	Colonial Acres (OF to Grant and Bay – P/U @ Grant)	25	7:25am – 7:45am
2b	Wendy DeLeon	Grant / Bay	35	7:50am – 8:15am/8:30am
3a	Rhonda Celes	Hesperian	75	7:25am – 7:45am
3b	Rhonda Celes	Corvallis	50	7:55am – 8:20am
4a	Linell Freitas	Arroyo HS (ROP)	52	7:25am – 7:45am
4b	Linell Freitas	Bay	45	8:10am – 8:30am
5a	Samuel Munoz	Corvallis & Dayton (plus OF from Hillside)	30	7:30am – 8:20am
6a	Robert Jimerson	Hesperian	72	7:25am – 7:45am
6b	Robert Jimerson	Corvallis & Dayton	45	7:55am – 8:25am
7a	Barbara Galvan	To: OPEN (subbing for absences)	: ::::	7:20am – 8:30am
PM Route #	<u>Driver</u>	<u>From</u>	# pass.	Route Time
1c	Scott Michael	Colonial Acres (Kinders)	20	1:15pm – 1:35pm
1d	Scott Michael	HS Sports	Varied	2:00pm - 3:15pm
1e	Scott Michael	Del Rey (Grade 1-5)	45	3:35pm – 4:15pm
2TK	Wendy DeLeon	Bay (тк's)	5	12:45pm-1:00pm
2c	Wendy DeLeon	Grant (Kinders)	10	1:30pm-1:55pm
2e	Wendy DeLeon	Hesperian (Grade 1-5)	60	2:35pm-2:57pm
2f	Wendy DeLeon	Grant/Bay/Del Rey (Grade 1-5)	35	3:15pm – 4:30pm
3c	Rhonda Celes	Hesperian/CA (тк's)	15	11:50am 12:25pm
3d	Rhonda Celes	Corvallis (Kinders)	10	1:40pm-2:10pm
3e	Rhonda Celes	Hesperian (Grade 1-5)	60	2:35pm-3:05pm
3f	Rhonda Celes	Corvallis (Grade 1-5)	40	3:22pm-4:00pm
4c	Linell Freitas	ROP (Arroyo)	52	10:30am-1:00pm
4c	Linell Freitas	HS Sports Trips	Varied	1:45pm – 3:20pm
4d	Linell Freitas	Bay School (Grade 1-5)	40	3:25pm – 4:15pm
5b	Samuel Munoz	Corvallis TK	10	12:50pm- 1:06pm
5c	Samuel Munoz	Corvallis K's	10	1:40pm-2:15pm
5d	Samuel Munoz	Colonial Acres (Grade 1-5)	60	2:50pm-3:15pm
5e	Samuel Munoz	Corvallis/Dayton (Grade 1-5)	30	3:25pm-4:22pm
6c-1	Robert Jimerson	Hesperian (Kinders)	25	1:15pm-1:30pm
6d	Robert Jimerson	Hesperian (Grade 1-5)	50	2:35pm – 3:05pm
6e	Robert Jimerson	Corvallis (Grade 1-5)	40	3:25pm-4:10pm
7b	Barbara Galvan	Bay (Kinders)	10	1:45pm-2:05pm
7c	Barbara Galvan	Del Rey (Kinders)	10	2:07pm-2:30pm
7d	Barbara Galvan	High School Sports	Varied	2:30pm-3:30pm
7e	Barbara Galvan	ROP (Arroyo)	52	3:35pm – 4:00pm

Information Items





FROM: Linda Granger, Superintendent

PREPARED BY: Bernie Phelan, Director of Educational Services

SUBJECT: ROP Pathway Review-Education

BACKGROUND

Courses for regional occupational centers and programs (ROCPs) shall be developed with the cooperation of industry representatives from the occupation for which the courses are designed. Annually, teachers complete a self-assessment of the 11 elements of a high quality CTE program. Based on this assessment, teachers identify areas of focus for the year. Pathway reviews provide an additional check in regarding implementing program elements.

CURRENT SITUATION

Attached is the ROP Pathway Review for the following program: Careers in Education. This class falls under the Education, Child Development, and family Services/ Education sector. The statistics provided are derived from the 2017-2018 C101 follow-up study completed June 2018.

RECOMMENDATION

Information only

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

Criteria for Course Approval and Expansion Annual Review For Class Offerings 2017-2018 School Year

SCHO	OL DIST	RICT:	EDEN	AREA ROP		LOCATION:	Ed	en Area R	OP Cer	nter
SECTO	OR/PATH	WAY	Educa	tion, Child Dev	elopme/	nt and Family		INSTRU	ICTOR:	Dr. Erika Emery
			Servic	es/ Education	-	-				-
	Cour	se	•	Enrollment as o	of 17/18	Enrollme	ent as of 16	6/17	Е	nrollment as of 15/16
	Nan	ne		Year to Dat	te	Ye	ar to Date			Year to Date
	Careers in I	Educatio	n	60			48			30
Comme										
				enrollment mainta	ined to su	stain agreed mast	er schedule	e for onsite a	and staffin	g.
	⊠ γ • Detentio		☐ NO	Ilmont divided by \	/oor to dat	to Enrollmont).				
				Ilment divided by \ ildren Author:			7th			
NO.	YES	NO	Tourig Cit	naien Aumon.	Judy Hell	Lu.D Luition.	7 UI			
110.	*	110	FNROI	LMENT – Course r	meets curr	ent or future labor	market nev	WS		
				CLASS SCHEDUL		SECTIONS	MINS		EX	PECTED MINIMUM
1.				AM/PM		PER YEAR:	SECT			ENTS PER SECTION:
				2		2	3h	rs.		25+
2.	×		AVAILA	BILITY OF QUAL	FIED INS	TRUCTOR - Qual	ified/ Crede	entialed Instr	uctor tead	china course.
Ζ.										· ·
3.	×						ne and res	ources to im	plement s	ystem improvements and
	4			h their counterpart			vidad with	a etrona ovr	orionoo ir	n and understanding of all
4.	×			of industry.	KUC HUN	- Students are pro	wided with	a strong exp	benence ii	i and understanding of all
	40				ND CARE	ER PATHWAY DE	VEI OPME	NT _ Cours	nisah si a	ned as part of a sequence
5.	×			es, career pathway		ERTAINWAL DE	VLLOI IIIL	.ivi 000i3	o io deoig	nod do part of a ocquerioc
	×					rse has been revie	wed and re	ecommende	d by a pre	-established committee.
	~			s, instructor was pr						
6.				instructor was not						ustrial, by ROP
				sonnel. Instructor	MUST atte	end next advisory f	or program	to meet cor	mpliance.	•
			Comme							
7.	×		LABOR	MARKET NEEDS	Course	meets current or f	uture labor	market nee	ds.	
	×		WORK	BASED LEARNING	G – Course	e incorporates wor	k based lea	arning oppor	tunities (i.	e. guest speakers, field
8.	•			ck interviews, or st				•	,	
9.	×			INITY CLASSROO						
										s, or job shadowing)
10.	×									ent job placement in entry-
	4 -			TIES AND EQUIPM			aining opp	ortunities wi	tnin the de	esigned career pathway.
	×		_	trict will provide a f			nmodates	the program	n	
11.				ROP will provide a r						
				trict shares cost of				o the progre		
OTHER	CONSIDE	RATION			- 1- 1	<u> </u>				
	G Credit for	UC – "a	,					ate and Nati	ional Lice	nsing or Certification
				Chabot College						stry Partnership
	al Enrollme							merging Tec		
	IANCE CA		IFS							
			$\overline{}$	Natah Pragram:		Drobation:		Poduce		C/T Suppond/
R-	· <u>ketain</u> n: Program			Natch Program: not met. See		Probation:		- <u>Reduce</u> m: Downsizi	na	S/T - Suspend/
	<u>n</u> : Program Il criteria.			t need to be		s not being met. in danger of	progra	<u>m</u> : Downsizi n	iig	Terminate program.
moets a	ii ontona.		complied		suspens	•	prograi			



FROM: Linda Granger, Superintendent

PREPARED BY: Bernie Phelan, Director of Educational Services

SUBJECT: ROP Pathway Review-Networking

BACKGROUND

Courses for regional occupational centers and programs (ROCPs) shall be developed with the cooperation of industry representatives from the occupation for which the courses are designed. Annually, teachers complete a self-assessment of the 11 elements of a high quality CTE program. Based on this assessment, teachers identify areas of focus for the year. Pathway reviews provide an additional check in regarding implementing program elements.

CURRENT SITUATION

Attached is the ROP Pathway Review for the following programs: Cybersecurity, CISCO 1 Advanced Tech, CISCO 2 Net Eng, Computer Programming, Intro Comp IT/II. These classes fall under the Information Technology/Networking sector. The statistics provided are derived from the 2017-2018 C101 follow-up study completed June 2018.

RECOMMENDATION

Information only

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

Criteria for Course Approval and Expansion Annual Review For Class Offerings 2017-2018 School Year

SCHOO	DL DISTE	RICT:	EDEN A	REA ROP	LOCATION:	Eden Ar	ea ROP Center, C	astro V	alley, Hayward
SECTO	R/PATH	WAY:	Informat	tion Technol	ogy/Networl	king	INSTRUCTOR:	Kent D	oan, Louis Stanley
	Cyb	erSecuri	ty (ROP)	Cisco	/II (CV)	Computer	Programming (HAY)	I	ntro Comp IT/ II(CV)
SY 17/18		18	,	54			44 84		
SY 16/17		N/A		N	/A		87		30
SY 15/17	7	N/A	ı	N	/A		80		76
Commen									
•				nrollment mainta	ined to sustain	agreed mast	er schedule for offsite	and staffir	ng.
	_		□ NO		–				
				nent divided by \	'ear-to-date En	rollment):			
			etwork Acad	lemy					
NO.	YES	NO	ENDOLLM	ITNT O		f t			
	×			IENT – Course r					ADEOTED MINIMUM
1.				ASS SCHEDUL :: Varies/ Center		ECTIONS ER YEAR:	MINS PER SECTION:		KPECTED MINIMUM DENTS PER SECTION:
1.			Olisite	1	. FIVI FI	2	Offsite: 60-90min	3101	25+
				•		2	Center: 3hrs.		23.
2.	×		AVAILABI	LITY OF QUAL	FIED INSTRU	CTOR - Qual	ified/ Credentialed Inst	ructor tea	china course.
۷.									•
3.		×					ne and resources to im	iplement :	system improvements and
				heir counterpart			wided with a strong ov	norionas	n and understanding of all
4.	×		aspects of		RUCTION - Sil	dents are pro	ivided with a strong ex	penence	in and understanding of all
	40				ND CAREER P	ATHWAY DE	VELOPMENT - Cours	se is desir	gned as part of a sequence
5.	×			, career pathway			VELOT MENT - Court	oc io acoit	grica as part of a sequence
	×		ADVISOR	Y COMMITTEE	– The course h	as been revie	wed and recommende	ed by a pro	e-established committee.
	~						id minutes are on file a		
6.							m was represented, at		dustrial, by ROP
							or program to meet co		
			Comment						
7.	×		LABOR M	ARKET NEEDS	 Course mee 	ts current or f	uture labor market nee	eds.	
	×		WORK BA	SED LEARNING	3 – Course inc	orporates wor	k based learning oppo	rtunities (i.e. guest speakers, field
8.	~			interviews, or s				(garatapaania, nata
9.		×					CATIONAL EDUCAT	ION – Co	urse incorporates
Э.							ation (i.e., job training,		
10.	×								lent job placement in entry-
							raining opportunities w	ithin the d	lesigned career pathway.
	×		l	S AND EQUIPN					
11.							ommodates the progra commodates the progra		
				ct shares cost of				alli.	
OTHER (CONSIDER	RATION		51 31141 63 6031 01	equipment ii p	ogram is cros	33 utilized.		
	Credit for						State and Not	tional Lica	ensing or Certification
				achat Callaga					
	al Enrollme		ucuiau011. Ci	nabot College			Emerging Ted		ustry Partnership s -
			F0 -					Jili lologie:	<u></u>
	ANCE CA	TEGOR							
	Retain_			tch Program:	P - <u>Prol</u>		R – Reduce		S/T - Suspend/
	: Program		All criteria n		Criteria is not		Program : Downsiz	ing	Terminate program.
meets all	criteria.		areas that n		Program in d	anger of	program.		
			complied wit	lΠ	suspension.				



FROM: Linda Granger, Superintendent

PREPARED BY: Bernie Phelan, Director of Educational Services
SUBJECT: Opening of School for the 2018-2019 School Year

BACKGROUND

Every year, staff monitors pre-enrollment, actual enrollment and attendance to forecast and maintain alignment with projected ADA, and to make adjustments if necessary.

CURRENT SITUATION

A report will be delivered to the Governing Board on the opening of the 2018-2019 school year. The participating high schools have worked closely with the ROP in encouraging students to take advantage of the career development opportunities available through ROP classes. This collaboration has proven very effective in providing excellent educational opportunities for students in all four of our participating districts.

RECOMMENDATION

Information only



FROM: Linda Granger, Superintendent

PREPARED BY: Lauren Kelly, Assistant Director of Educational Services

SUBJECT: Dates for the Sophomore Tours and the Student Awards

Ceremony

BACKGROUND

Annually the Eden Area ROP facilitates sophomore tours and hosts a student award ceremony.

The sophomore tours promote awareness of the ROP programs and career opportunities for students. The Eden Area ROP collaborates with each of the comprehensive high schools to design, organize and facilitate tours here at the Hayward Center for all high school sophomores.

The student awards ceremony is held in the late spring to recognize outstanding achievements of ROP students.

CURRENT SITUATION

After reviewing the calendars of each of the four school districts, as well as facility availability, Wednesday, May 8, 2019 has been selected for the student awards ceremony.

The sophomore tours have been scheduled for the following dates:

San Leandro High School
Arroyo High School
Mt. Eden High School
San Lorenzo High School
Tennyson High School
Hayward High School
Castro Valley High School
Friday, December 7, 2018
Friday, December 7, 2018
Friday, January 18, 2019
Friday, February 25,2019
Friday, February 1, 2019
Friday, February 8, 2019
Friday, February 15, 2019

In the spring staff will work with the continuation programs to schedule presentations for the current continuation students.

RECOMMENDATION



FROM: Linda Granger, Superintendent SUBJECT: Eden Area ROP Service Awards

BACKGROUND

Annually the Eden Area ROP recognizes staff for their years of service.

CURRENT SITUATION

At the August 13, 2018 staff development day, service pins recognizing years of service were presented to staff members. Below is a list of the recipients and their respective years of service.

Employee	Title	Service Years
Linda Granger	Superintendent	5
Phyllis Trieu	Administrative Support Specialist	5
Romy Shivers-Adeyami	Marketing Instructor	10
Rick Charles	Marketing Instructor	15
Mercedes Henderson	Personnel Coordinator	20
Sabrina Ubhoff	Accounting Technician	30

RECOMMENDATION

Information only

Action Items





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

SUBJECT: Request the Governing Board to approve the 2017-2018

Unaudited Actuals Income and Expenditure Report

CURRENT SITUATION

The 2017-2018 Unaudited Actuals includes the documentation of all fiscal transactions of the Eden Area ROP and presents the ROP's financial position for the period July 1, 2017 through June 30, 2018. It includes detailed summary information for the General Fund and all other funds in the ROP including Adult Education, Special Reserve for Postemployment Benefits, Capital Outlay Projects and Retiree Benefits Fund.

Unaudited Actuals for the year ended 2017-2018 documents the beginning fund balances of all funds, total of all revenues, total of all expenditures and the ending fund balances of all funds. Ending balances are forwarded to the next fiscal year 2018-2019.

The detailed report will be submitted to the Governing Board under a separate cover. Copies for the public are available upon request.

Policy/Ed Code:

Education Code 42120-42127

RECOMMENDATION

It is recommended that the Governing Board approve the 2017-2018 Unaudited Actuals Income and Expenditure Report.



FROM: Linda Granger, Superintendent

PREPARED BY: Bernie Phelan, Director of Educational Services

SUBJECT: Request the Governing Board to approve the MOU with Envision

Education to Enroll Students at the Eden Area ROP Center for the

2018-2019 School Year

BACKGROUND

Occasionally charter schools come to the Eden Area ROP wanting to partner with us to provide services to their students. Envision Education is interested in providing their students with career technical education opportunities that are not possible given the size of their school.

CURRENT SITUATION

Envision Education in Hayward is interested in continuing to send no more than 5 students from their charter school to attend classes at the center. They would be responsible for transporting the students to and from the classes at the center and we would provide staffing for the programs in which the students enroll. This program would be for one year and reevaluated for effectiveness prior to committing to any future years.

Fiscal Impact

No additional cost to the ROP, as Envision Education will be invoiced a fee per student which would cover the cost of services.

RECOMMENDATION

It is recommended that the Governing Board approve the MOU with Envision Education to enroll students at the Eden Area ROP Center for the 2018-2019 school year.



Hayward, CA 94545 P: 510-293-2900 F: 510-293-8225

MEMORANDUM OF UNDERSTANDING

The Eden Area Regional Occupation Program (EAROP) and Envision Education, a public charter school in Alameda County, agree to the following terms for a pilot program:

I. TERMS OF MEMORANDUM OF UNDERSTANDING (MOU):

This agreement shall commence on August 22, 2018 and shall extend through June 30, 2019.

II. CONTRACT AMOUNT:

Envision Education will pay the Eden Area Regional Occupational Program \$3,399 per student who enroll in the programs offered at the EAROP center during the 2018-2019 school year. The contract amount may be adjusted if the student does not fully attend the program course or does not remain enrolled in the program courses.

III. PURPOSE:

This pilot program will provide one student enrolled in Envision Education school the opportunity to take Career Technical Education (CTE) classes at the Eden Area ROP center.

IV. ROLE AND RESPONSIBILITES OF EDEN AREA ROP:

- Provide one classroom space and instruction in programs offered at the EAROP center for students in grade 12 of Envision Education.
- Invoice Envision Education for services two times during the school year,
 (1) December 1, 2018 and (2) June 1, 2019.
- Maintain accurate student attendance and grading information for each student.
- Provide Envision Education with grades and attendance in accordance with the EAROP calendar.
- Provide one main point of contact as a liaison with Envision Schools.
- Agrees to follow all provisions of FERPA.FERPA is a Federal law that protects the privacy of student education records.

V. ROLES AND RESPONSIBILITIES OF ENVISION EDUCATION:

- Provide accurate and timely student demographic information, including information for students possessing an IEP or Sect. 504 Plan.
- Be responsible for transporting students to and from the EAROP center programs.
- Provide one main point of contact as a liaison with EAROP.
- Agrees to follow all provisions of FERPA. FERPA is a Federal law that protects the privacy of student education records.
- Remit payment for services within 30 days of receipt of invoice billing.

VI. TERMS OF AGREEMENT:

The parties agree that EAROP will provide enrolled student one academic year of two Career Technical Education classes. The classes will be credit-bearing, UC a-g eligible, taught by certificated instructors, and will count toward a high school diploma. The classes will be taught in a physical classroom setting and the student will be required to attend classes in person.

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

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

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

Entire Understanding

This Memorandum of Understanding constitutes the entire agreement of the parties concerning the subject matter hereof and except as specifically provided herein may not be modified or amended except by written agreement of all of the parties hereto.

Applicable Law

The laws of the State of California shall govern the construction, interpretation and enforcement of this Agreement.

Entirety of Agreement

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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

Date:		
NAME	NAME	
TITLE Eden Area ROP		_



FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the adoption of

Resolution 1-18/19: Mid-year Revision: Signature Card-Authorized Agents for Payroll Warrants and Disbursements and Resolution 2-18/19: Mid-year Revision: Signature Card-Authorized Agents for

Official Documents and Reports

CURRENT SITUATION

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

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 1-18/19: Mid-year Revision: Signature Card-Authorized Agents for Payroll Warrants and Disbursements and Resolution 2-18/19: Mid-year Revision: Signature Card-Authorized Agents for Official Documents and Reports.



Resolution No. 1-18/19

Signature Card - Authorized Agents for Payroll Warrants & Disbursements

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

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

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

1.			Lauren Kelly
	Signature		Type Name
		_	Assistant Director of Ed. Services
			Title
	Additional		
\boxtimes	Replacement	Davida	21.6.1.5.11
		Replaces:	Stefanie Bradshaw
			Type Name
day AYE NOE ABS	of September 2018 S:	by the Governing Boa by the following vote:	rd of the Eden Area ROP on this 6 th
•	• •	ution, I hereby certify t e affixed in my preser	that the signature(s) appearing nce.
	Date	Date Signature, President of the Governing Board	



Resolution No. 2-18/19

Signature Card - Authorized Agents for Official Documents & Reports

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

WHEREAS, the Eden Area Regional Occupational Program (ROP) occasionally must provide signature approval on certain official documents and reports, including local, State and Federal reports, such as Transportation, Attendance, and Class Size Reduction; and

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

1.			Lauren Kelly
	Signature		Type Name
		_	Assistant Director of Ed. Services
			Title
	Additional		
	Replacement		
		Replaces:	Stefanie Bradshaw
		-	Type Name
AYE NO ABS		C	
,	approval of this resolution are true and were o	, ,	that the signature(s) appearing nce.



DATE: September 6, 2018
TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Mercedes Henderson, Personnel Coordinator

SUBJECT: Request the Governing Board to approve the Administrative

Personnel as Competent to Evaluate Certificated Staff and

Review Policy 4315.1

BACKGROUND

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

In accordance with Policy 4315.1 it is necessary that the Eden Area ROP meet the obligation to conduct timely evaluation of work performance of certificated personnel. The Superintendent shall determine a program leading to evaluation certification and shall recommend to the Board qualified evaluators of instruction.

CURRENT SITUATION

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

Linda Granger Superintendent

Craig Lang Director of Adult Programs

Bernard Phelan Director of Educational Services

Lauren Kelly Assistant Director of Educational Services

RECOMMENDATION

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



GOVERNING BOARD POLICY HANDBOOK

Administrative and Supervisory Personnel

BP 4315.1

STAFF EVALUATING TEACHERS

It is the intent of the Governing Board to certify that personnel assigned to evaluate teachers have demonstrated competency in instructional methodologies and evaluation of instruction. The Superintendent shall determine a program leading to evaluation certification and shall recommend to the Board qualified evaluators of instruction. The Board shall approve criteria developed by the Superintendent and certify the competence of personnel recommended by the Superintendent as having met the criteria. Performance standards established as a result of this policy shall be communicated to all affected individuals.

This policy shall be reviewed biennially by the Eden Area Regional Occupational Program (ROP) Board.

Legal Reference:

EDUCATION CODE

33039 Guidelines for teacher evaluation
44660-44665 Evaluation and assessment of performance of certificated employees
44681-44689 Administrator training and evaluation
GOVERNMENT CODE

3543.2 Scope of representation (re evaluation procedures)

Policy adopted: June 7, 2012

195



GOVERNING BOARD POLICY HANDBOOK

Administrative and Supervisory Personnel

AR 4315.1(a)

STAFF EVALUATING TEACHERS

Criteria for certification of qualified evaluators will include but not be limited to:

- 1. Possession of a valid administrative services or supervision and coordination credential.
- 2. Demonstrated understanding of adopted curriculum priorities, policies, and practices; including development, implementation and evaluation.
- 3. Demonstrated understanding of adopted standards on student progress.
- 4. Demonstrated competence in instructional methodologies.
- 5. Understanding of adopted policies and procedures for personnel supervision, performance evaluation, and staff development.
- 6. Demonstrated skills in supervision of instruction.
- 7. Demonstrated skills in techniques of evaluation of instruction

Procedures Leading to Evaluation Certification

The Superintendent shall:

- 1. Identify individual evaluators.
- Determine that the following qualifications for certification have been met.
 - a. Possession of a valid administrative services or supervision and coordination credential.
 - b. Competencies in instructional methodologies.
 - c. Competencies for supervision of instruction.
 - d. Techniques and procedures for evaluation and instruction.
- 3. Assess individual evaluator's demonstration of competencies
- 4. Develop a professional improvement program for/with each evaluator.
- 5. Implement professional improvement programs.



GOVERNING BOARD POLICY HANDBOOK

AR 4315.1(b)

STAFF EVALUATING TEACHERS (continued)

- 6. Develop and implement system for monitoring each evaluator's skills and progress.
- 7. Recommend to the Governing Board those administrators who in his/her opinion qualify for evaluation certification.

@EdenAreaROP

DATE: September 6, 2018
TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Public

Disclosure of the Eden Area ROP Employees' Agreement for 2017-2018 and 2018-2019 Salary and Health & Welfare

Increases

CURRENT SITUATION

On June 8, 2018, the Eden Area ROP presented to the Governing Board, Eden Area ROP employees request for an increase as follows:

2017-2018:

- Increase every step on the classified salary schedule by \$1.50/hour
- Increase the certificated hourly rate for high school and adult education programs by \$1.50/hour
- Add an additional \$3,060.50 for H&W benefits for all other employee groups
- This is retro-active to July 1, 2017

2018-2019:

- Increase every step on the classified salary schedule by \$1.50/hour
- Increase the certificated hourly rate for high school and adult education programs by \$1.50/hour
- Add an additional \$3,060.50 for H&W benefits for all other employee groups
- Increase Teacher work days by 2 days, making work year from 183 days to 185 days
- Increase the Work Based Learning Specialist work days from 10 months to 11 months

After presentation and deliberation, the Governing Board approved the above request. Hourly employees will receive a pro-rated increase based on actual hours worked.



The Governing Board approved the above request in open session at the June 8, 2018 Governing Board meeting.

The Business Services Department has prepared the Public Disclosure Statement, Certification of the Eden Area ROP's ability to meet the costs of this request, in accordance with AB 1200, verifying that the Eden Area ROP can afford to fund the requested increases for fiscal years 2017-2018 and 2018-2019. The document attached contains detailed and specific information about how this agreement affects Eden Area ROP funds. This document was submitted on June 12, 2018 and reviewed by the Alameda County Office of Education (ACOE).

Code/Policy: Government Code 3547.5

Fiscal Impact: The projected costs is funded by the ROP local revenues and other grants.

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

RECOMMENDATION

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

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of Eden Area ROP District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and all employees (No Bargaining Unit in the district), during the term of the agreement from 2017-2018 and 2018-2019.

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

	Increase(Decrease)	Increase(Decrease)	Increase(Decrease)
Budget Adjustment Categories	Year 1	Year 2	Year 3
Revenues/Other Financing Sources			
ROP revenues	535,355	542,238	682,779
Expenditures/Other Financing Uses			
Salaries and Benefits	149,724	299,448	299,448
-	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
Ending Balance Increase (Decrease)	385,631	242,790	383,331

N/A (No budget revisions necessary	
Cray Lang Lil	otions, which become an integral part of this document.
District Superintendent (Signature)	Date
Linda Granger	
District Superintendent (Type Name)	
Mante L.	6/11/18
Chief Business Official (Signature)	Date
Marites Fermin	
Chief Business Official (Type Name)	

EDEN AREA ROP School District

Public Disclosure of Collective Bargaining Agreement

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

J. Salary Notification Requirement

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

Comparison of Proposed Agreement to Change in District Base Revenue Limit

(e) Indicate Total Settlement Percentage Increase from Section A,

line 5, Page 1 for current year

The district revenues are not based from Revenue Limit

(a) Current Year Base Revenue Limit (BRL) per ADA:
 (obtain from the FY_____ County Office-provided Revenue Limit or+B263
 Form RL, Line 3 \$ - (Estimated)

(b) Prior Year Base Revenue Limit per ADA:
 (Form RL, Line 1) \$ - (Actual)

(c) Amount of Current Year Increase: (a) minus (b) \$ - (Actual)

(d) Percentage Increase in BRL per ADA: (c) divided by (b) 0.00%

K. Certification

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

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

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

0.00%

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of Eden Area ROP District – Adult Education, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and all employees (No Bargaining Unit in the district), during the term of the agreement from 2017-2018 and 2018-2019.

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

	Increase(Decrease)	Increase(Decrease)	Increase(Decrease)
	Increase(Decrease)	Increase(Decrease)	Increase(Decrease)
Budget Adjustment Categories	Year 1	Year 2	Year 3
Revenues/Other Financing Sources			
Adult Ed Revenues	111,411	193,988	292,928
	á * * * * * * * * * * * * * * * * * * *		
Expenditures/Other Financing Uses			
Salaries and Benefits	21,759	43,519	43,519
			9 3 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
	a		
Ending Balance Increase (Decrease)	89,652	150,469	249,409

N/A (No budget revisions necessary)	
These projections are based on the attached assumptions, which be	come an integral part of this document.
Cray langhill	6/11/19
District Superintendent (Signature)	Date
Linda Granger	
District Superintendent (Type Name)	
Mare /	6/11/16
Chief Business Official (Signature)	Date
	2
Marites Fermin	
Chief Business Official (Type Name)	

Public Disclosure of Collective Bargaining Agreement

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

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

Comparison of Proposed Agreement to Change in District Base Revenue Limit

The district revenues are not based from Revenue Limit

(a) Current Year Base Revenue Limit (BRL) per ADA:
(obtain from the FY______ County Office-provided Revenue Limit or+B263
Form RL, Line 3 \$ ____ (Estimated)

(b) Prior Year Base Revenue Limit per ADA:
(Form RL, Line 1) \$ ____ (Actual)

(c) Amount of Current Year Increase: (a) minus (b) \$ ____ (Actual)

(d) Percentage Increase in BRL per ADA: (c) divided by (b) _____ 0.00%

(e) Indicate Total Settlement Percentage Increase from Section A, line 5, Page 1 for current year _____ 0.00%

K. Certification

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

and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the	-
requirements of AB 1200 and Government Code 3547.5.	-
District Superintendent (or Designee) (Signature)	
After public disclosure of the major provisions contained in this summary, the Governing	
Board, at its meeting on September 5, 2013, took action to approve the proposed	
Agreement with the Certificated, Classified, Exempt and Management Employees of Eden Area ROP	
President (or Clerk), Governing Board (Signature) Care Law 6 1 18 Date Date	

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

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of Eden Area ROP District – Adult Education, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and all employees (No Bargaining Unit in the district), during the term of the agreement from 2017-2018 and 2018-2019.

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

	Increase(Decrease)	Increase(Decrease)	Increase(Decrease)
	Increase(Decrease)	Increase(Decrease)	Increase(Decrease)
Budget Adjustment Categories	Year 1	Year 2	Year 3
Revenues/Other Financing Sources			
Adult Ed Revenues	111,411	193,988	292,928
Expenditures/Other Financing Uses			
Salaries and Benefits	21,759	43,519	43,519
Ending Balance Increase (Decrease)	89,652	150,469	249,409

N/A (No budget revisions necessary) These projections are based on the attached assumptions District Superintendent (Signature)	, which become an integral part of this document. 6 (t) (g) Date
Linda Granger District Superintendent (Type Name) Chief Business Official (Signature)	
Marites Fermin Chief Business Official (Type Name)	

Public Disclosure of Collective Bargaining Agreement

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

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

The district does not have any bargaining unit

The proposed agreement covers the period beginning 7/1/2017 and ending 6/30/2018

and was acted on by the Governing Board at its meeting on June 8, 2018.

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

A. Proposed Change in Compensation

Compensation		Annual Cost Prior to		Fiscal Impact of Proposed Agreement			ement	
		Proposed		Year 1	Year 2		Year 3	
		Agreement 2017-2018	Increase/(Decrease)		Increase/(Decrease)	Increase/(Decrease)		
1.	Salary Schedule	2017-2016	₽	2017-2018	2018-2019		2019-2020	
	(This is to include Step & Column, which is also reported separately in item 6)	\$ -	\$	18,969	\$ 37,938	\$	37,938	
			\$	18,969	\$ 37,938	\$	37,938	
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$	-	\$ -	\$	-	
				0.00%	0.00%		0.00%	
2a.	Description of Other Compensation		\$	*	\$ -	\$	-	
3.	Statutory Benefits - STRS, PERS, FICA,							
	WC, UI, Medicare, etc.	\$ -	\$	2,790	\$ 5,580	\$	5,580	
			\$	2,790	\$ 5,580	\$	5,580	
4.	Health/Welfare Plans ACA - \$2,500 per employee other than classified	\$ -	\$	-	\$ -	\$	-	
				0.00%	0.00%		0.00%	
5.	Total Compensation - Add Items 1 through 4 to equal 5	\$ -	\$	21,759	\$ 43,518	\$	43,518	
				0.00%	0.00%		0.00%	
6.	Step & Column - Due to movement plus any changes due to settlement. This is a subset of item No. 1.	\$ -	\$	-	\$ -	\$	-	
7.	Total number of represented Employees (Use FTEs)			6.8	6.8		6.8	
8.	Total Compensation <u>Average</u> Cost per Employee	\$ -	\$	3,209	\$ 6,400	\$	6,400	
				0.00%	0.00%		0.00%	

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5
What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"? 2017-2018 - This is retro-active to July 1, 2017 Increase every step on the classified salary schedule by \$1,50/hour Increase the certificated hourly rate for high school and adult education programs by \$1.50/hour Add an additional \$3,060.50 to benefits for all other employee group Increase every step on the classified salary schedule by \$1.50/hour Increase the certificated hourly rate for high school and adult education programs by \$1.50/hour Add an additional \$3,060.50 to benefits for all other employee group Increase Teacher work days by 2 days, making work year from 183 days to 185 days Increase the Work Based Learning Specialist work days from 10 months to 11 months The district does not have any bargaining unit, only salary committee Were any additional steps, columns or ranges added to the schedules? (If yes, please explain.) 11. Please Include comments and explanations as necessary. (If more room is necessary, please attach additional sheet.) Proposed Negotiated Changes in Non-compensation Items (e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.) Increase Teacher work days by 2 days, making work year from 183 days to 185 days What are the Specific Impacts (Positive or Negative) on Instructional and Support Programs to Accommodate the Settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g. counselors, librarians, custodial staff, etc.). No reduction in program What Contingency Language is Included in the Proposed Agreement (e.g. reopeners, etc.)? Will this Agreement Create, Increase, or Decrease Deficit Financing in the Current or Subsequent Year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so. The district is positive

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

F.	Identify Other Major Provisions that do not Directly Affect the District's Costs; such as Binding Arbitration, Grievances Procedures, etc.				
	None				
G.	Source of Funding for Proposed Agreement 1. Current Year				
	District anticipates ending fund balance of \$89,652 and 150,469 for 2017-18 and 2018-19				
	Fees from electrical (CCTC program) medical, welding and dental programs.				
	2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (I.e., what will allow the district to afford this contract)?				
	District revenues from adult fees continue to grow. Refer to G 1				
	 If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.) 				
	Adult Ed revenues continue to grow and the Adult Ed program has maintained a healthy fund balance				
	In anticipation of the annual minimum wage law requirement, the board approved the increase for classified employees and correspond				
	increase of H&W for all other employee groups to equal the same amount as classified employees so district meets the Federal manda				
	of offering affordable health coverage for all employees. Refer to G1 and G2				

Public Disclosure of Collective Bargaining Agreement In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 H. Impact of Proposed Agreement on Current Year Operating Budget (Ed. Code 42142)

n. Impact of Proposed Agreement on Current Year Ope	I	Column 1	T	Column 2	Column 3	Т	Column 4
		atest Board- Approved		Cost of Adjustments	Other Revisions Costs		Total New Budget
	;	udget Before Settlement		as a Result of Settlement	Increases (Decreases)		(Col 1+2+3)
Revenues	AS	of: 6/8/2018	H				
Revenue Limit Sources (8010-8099)	\$		\$		\$ -	•	
Remaining Revenues (8100-8799)- LCFF/AE	\$	1,230,310	\$	-	\$ -	\$	1 220 210
Total Revenues	\$	1,230,310	\$		\$ -	\$	1,230,310 1,230,310
Expenditures	Ψ	1,230,310	1 4	-	-	Ι Φ	1,230,310
1000 Certificated Salaries	\$	307,657	\$	11,014	\$ -	\$	318,671
2000 Classified Salaries	\$	184,695	\$	7,955	\$ -	\$	
3000 Employee Benefits	\$		\$	2,790		\$	192,650
4000 Books and Supplies	\$	153,403	\$	2,790	\$ -		156,193
		75,691			\$ -	\$	75,691
5000 Services and Operating Expenses	\$	464,610	\$		\$ -	\$	464,610
6000 Capital Outlay	\$		\$	-	\$ -	\$	-
7000 Other Outgo	\$		\$	-	\$ -	\$	
Total Expenditures	\$	1,186,056	\$	21,759	\$ -	\$	1,207,815
Operating Surplus (Deficit)	\$	44,254	\$	-	\$ -	\$	22,495
Other Sources and Transfers In	\$	(-)	\$	-	\$ -	\$	-
Other Uses and Transfers Out	\$	-	\$	-	\$ -	\$	-
Current Year Increase (Decrease) In Fund Balance	\$	44,254	\$	21,759	\$ -	\$	22,495
Beginning Balance	\$	67,157				\$	67,157
Current Year Ending Balance	\$	111,411	\$	21,759	\$ -	\$	89,652
Components of Ending Balance						_	
No spendable and Restricted 9711-9740	\$	85,464	\$		\$ -	\$	85,464
Reserved for Economic Uncertainties 9789 (6%)	\$	-	\$	-	\$ -	\$	-
Committed and Assigned 9770-9780	\$	-	\$; -	\$ -	\$	
Unassigned/Unappropriated 9790	\$	25,947	\$	21,759		\$	4,188

Public Disclosure of Collective Bargaining Agreement

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

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

Public Disclosure of Collective Bargaining Agreement

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

- I. Impact of Proposed Agreement on Current Year Unrestricted Reserves
- 1. State Reserve Standard

а.	Total Expenditures, Transfers Out, and Uses (Page 4, Column 4, total Expense & Other Uses and Transfers Out (Must include restricted and unrestricted expenditures)	\$ 1,207,815
b.	State Standard Minimum Reserve Percentage for this District	0.00%
C.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a. times Line b. or \$50,000.	\$ -

2. Budgeted <u>Unrestricted</u> Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$	-		
b.	b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount				
C.	Special Reserve Fund 17-Budgeted Reserve for Economic Uncertainties	\$	-		
d.	Special Reserve Fund 17-Budgeted Unassigned/Unappropriated Amount	\$	-		
e.	Article XIII-B Fund 72-Budgeted Reserve for Economic Uncertainties	\$	-		
f.	Article XIII-B Fund 72-Budgeted Unassigned/Unappropriated Amount	\$	-		
g.	Total District Budgeted Unrestricted Reserves	\$	4,188		

3.	Do unrestricted reserves meet the state standard minimum reserve amount? YES
	If NO, how do you plan to restore your reserves?

Public Disclosure of Collective Bargaining Agreement In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 Revised MYP Including the Effects of Collective Bargaining

Eden Area ROP
Adult Education
Multi-Year Projections
Budget Year: 2017-2018

Multi-Year Projections							
	Budget Year: 2017-2	2018					
	ADA: 528	ADA: 553	ADA: 607				
	0.00%	0.00%	0.00%				
	Deficit: none	Deficit: none	Deficit: none				
Revenues	2017-2018	2018-2019	2019-2020				
Revenue Limit Sources	0	0	0				
Federal Revenue	0	0	0				
Other State Revenue	252,555	252,555	252,555				
Local Revenue	977,755	1,136,795	1,208,895				
Total Revenue	1,230,310	1,389,350	1,461,450				
penditures							
Certificated Salaries	307,657	314,828	328,016				
Step & Column Adjustment	0	0	2,553				
Cost-of-Living Adjustment	0	0	2,555				
Other Adjustments	0	0	0				
Classified Salaries	184,695	200,105	205,691				
Step & Column Adjustment	0	0	2,418				
Cost-of-Living Adjustment	0	0	0				
Other Adjustments	0	0	0				
Employee Benefits	153,403	169,564	184,941				
Books & Supplies	75,691	146,013	149,912				
Services, Other Operating Exp	464,610	476,263	488,979				
Capital Outlay	0	0	0				
Other Outgo	0	0	0				
Direct Support/Indirect Costs			-				
Total Expenditures	1,186,056	1,306,773	1,362,510				
Operating Surplus (Deficit)	44,254	82,577	98,940				
Other Financing Sources & Transfers In(Positive figure)	0	0	0				
Other Financing Uses & Transfers Out (Neg Figure)		0					
Current Yr Inc(Dec) in Fund Balance	44,254	82,577	98,940				
Beginning Fund Balance	67,157	111,411	193,988				
Audit Adjustments/Restatements	01,101	111,411	193,966				
Ending Balance	111,411	193,988	292,928				
Restricted Balance	85,464	95,242	105,635				
Required Reserve	0	0	0				
Committed and Assigned	0	0					
Unrestricted Balance (Incl Revolving)	25,947	98,746	197 202				
The second of th	20,547	90,746	187,293				

Public Disclosure of Collective Bargaining Agreement

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

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.	
Comparison of Proposed Agreement to Change in District Base Revenue Limit The district revenues are not based from Revenue Limit	
(a) Current Year Base Revenue Limit (BRL) per ADA:	
(obtain from the FY County Office-provided Revenue Limit or+B263	
Form PL Line 3	timated)
(b) Prior Year Base Revenue Limit per ADA:	
(Form RL, Line 1) \$ - (Actu	tual)
(c) Amount of Current Year Increase: (a) minus (b)	

K. Certification

(d) Percentage Increase in BRL per ADA: (c) divided by (b)

line 5, Page 1 for current year

(e) Indicate Total Settlement Percentage Increase from Section A,

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

and is submitted to the Governing Board for public disclosure of the major provisions of the accordance of the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance requirements of AB 1200 and Government Code 3547.5. District Superintendent (or Designee) (Signature)	greement (as noce with the 6 / ((/ (8) Date
After public disclosure of the major provisions contained in this summar Board, at its meeting on September 5, 2013, took action to approve Agreement with the Certificated, Classified, Exempt and Management Employ	the proposed
President (or Clerk), Governing Board (Signature)	6/11/18 Date

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

0.00%

0.00%



DATE: September 6, 2018
TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Revised Salary

Schedules

BACKGROUND

During the June 8, 2018 Governing Board meeting, the Governing Board took action to revise the salary schedule and benefits for various employee groups. The Governing Board approved the following:

2017-2018:

- Increase every step on the classified salary schedule by \$1.50/hour
- Increase the certificated hourly rate for high school and adult education programs by \$1.50/hour
- Add an additional \$3,060.50 for H&W benefits for all other employee groups
- This is retro-active to July 1, 2017

2018-2019:

- Increase every step on the classified salary schedule by \$1.50/hour
- Increase the certificated hourly rate for high school and adult education programs by \$1.50/hour
- Add an additional \$3,060.50 for H&W benefits for all other employee groups
- Increase Teacher work days by 2 days, making work year from 183 days to 185 days
- Increase the Work Based Learning Specialist work days from 10 months to 11 months

CURRENT SITUATION

Based on the action of the Board during the June meeting, the following revised salary schedules are being presented for your approval:

- Salary Scale Chart 1: Classified Employees
- Salary Scale Chart 2A: Certificated Salaried Employees



- Salary Scale Chart 2B: Certificated Hourly Employees
- Salary Scale Chart 2C: Adult Programs Salary Schedule
- Salary Scale Chart 3: Classified Exempt Employees
- Salary Scale Chart 4: Management

RECOMMENDATION

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



Salary Scale Chart 1 CLASSIFIED EMPLOYEES

2018-2019

Effective: July 1, 2018

STEP	WORK YEAR	ADDITIONAL RESPONSIBILITIES	CLASSIFIED POSITION TITLES
B1	10 months		Public Relations & Marketing Specialist
B2	11 months		Office Support Specialist
В3	12 months	Confidential	Executive Assistant
С	12 months	Confidential	Accounting Technician
D	12 months		Accounts Receivable/Purchasing Technician
D	12 months	Confidential	Administrative Assistant
D	12 months		Administrative Support Technician
D	12 months	Confidential	Attendance Specialist
E	12 months		Security-Grounds Officer
F	10 months		Instructional Assistant
F	10 months		Office Assistant
Н	10 months		Staff Assistant
L	10 months		Student Assistant

10 months= 193 days

11 months= 223 days

12 months= 260 days

Column and Step

Step	Column	1	2	3	4	5	6	7	8	9
	Hourly	\$26.37	\$27.48	\$28.67	\$29.91	\$31.20	\$32.57	\$33.98	\$35.48	\$37.07
B1	Monthly	\$3,817.06	\$3,977.73	\$4,149.98	\$4,329.47	\$4,516.20	\$4,714.51	\$4,918.61	\$5,135.73	\$5,365.88
	Yearly	\$38,170.58	\$39,777.30	\$41,499.83	\$43,294.73	\$45,162	\$47,145.08	\$49,186.05	\$51,357.30	\$53,658.83
	Hourly	\$26.37	\$27.48	\$28.67	\$29.91	\$31.20	\$32.57	\$33.98	\$35.48	\$37.07
B2	Monthly	\$4,009.44	\$4,178.21	\$4,359.14	\$4,547.68	\$4,743.82	\$4,952.12	\$5,166.50	\$5,394.57	\$5,636.33
	Yearly	\$44,103.83	\$45,960.30	\$47,950.58	\$50,024.48	\$52,182	\$54,473.33	\$56,831.55	\$59,340.30	\$61,999.58
	Hourly	\$26.37	\$27.48	\$28.67	\$29.91	\$31.20	\$32.57	\$33.98	\$35.48	\$37.07
В3	Monthly	\$4,285.13	\$4,465.50	\$4,658.88	\$4,860.38	\$5,070	\$5,292.63	\$5,521.75	\$5,765.50	\$6,023.88
	Yearly	\$51,421.50	\$53,586	\$55,906.50	\$58,324.50	\$60,840	\$63,511.50	\$66,261	\$69,186	\$72,286.50
	Hourly	\$24.38	\$25.39	\$26.48	\$27.60	\$28.78	\$30.01	\$31.30	\$32.65	\$34.11
С	Monthly	\$3,961.75	\$4,125.88	\$4,303	\$4,485	\$4,676.75	\$4,876.63	\$5,086.25	\$5,305.63	\$5,542.88
	Yearly	\$47,541	\$49,510.50	\$51,636	\$53,820	\$56,121	\$58,519.50	\$61,035	\$63,667.50	\$66,514.50
D	Hourly	\$23.47	\$24.43	\$25.46	\$26.53	\$27.67	\$28.86	\$30.11	\$31.41	\$32.79

EAROP Governing Board Approved: pending

Step	Column	1	2	3	4	5	6	7	8	9
	Monthly	\$3,813.88	\$3,969.88	\$4,137.25	\$4,311.13	\$4,496.38	\$4,689.75	\$4,892.88	\$5,104.13	\$5,328.38
	Yearly	\$45,766.50	\$47,638.50	\$49,647	\$51,733.50	\$53,956.50	\$56,277	\$58,714.50	\$61,249.50	\$63,940.50
	Hourly	\$21.26	\$22.11	\$23.02	\$23.99	\$24.99	\$26.03	\$27.14	\$28.30	\$29.51
E	Monthly	\$3,454.75	\$3,592.88	\$3,740.75	\$3,898.38	\$4,060.88	\$4,229.88	\$4,410.25	\$4,598.75	\$4,795.38
	Yearly	\$41,457	\$43,114.50	\$44,889	\$46,780.50	\$48,730.50	\$50,758.50	\$52,923	\$55,185	\$57,544.50
	Hourly	\$20.40	\$21.25	\$22.10	\$23.00	\$23.96	\$24.97	\$26.00	\$27.12	\$28.27
F	Monthly	\$2,952.90	\$3,075.94	\$3,198.98	\$3,329.25	\$3,468.21	\$3,614.41	\$3,763.50	\$3,925.68	\$4,092.08
	Yearly	\$29,529	\$30,759.38	\$31,989.75	\$33,929.50	\$34,682.10	\$36,144.08	\$37,635	\$39,256.20	\$40,920.83
Н	Hourly	\$19.71	\$20.48	\$21.32	\$22.17	\$23.08	\$24.04	\$25.03	\$26.07	\$27.18
L	Hourly	\$14.00								

Associate's Degree	Bachelor's Degree	Master's Degree	Confidential Stipend
\$612 per year	\$867 per year	\$1,122 per year	5%

Employees receive an annual benefit package of \$11,621.16.

NOTES:

- Longevity Columns 6, 7, 8, 9, reached at 10, 15, 20, 25 years respectively.
- Numbers have been rounded.
- 5% confidential stipend given to employees assigned confidential responsibilities and/or significant additional responsibilities.



Salary Scale Chart 2A CERTIFICATED SALARIED EMPLOYEES

2018-2019

Effective: July 1, 2018

Classroom Instructor 185 days

Career Counselor 195 days

			24.55. 250.35.6. 175 4475				
Step	A	В	С	D	E	F	
1	\$64,844.82	\$67,633.70	\$70,563.99	\$73,637.87	\$76,867.09		
2	\$65,961.23	\$68,803.67	\$71,791.83	\$74,931.05	\$78,224.56		
3	\$67,100.14	\$70,000.43	\$73,048.59	\$76,248.89	\$79,607.76		
4	\$68,259.40	\$71,218.62	\$74,326.78	\$77,592.43	\$81,016.66		
5	\$69,445.45	\$72,461.46	\$75,632.83	\$78,963.84	\$82,456.62		
6		\$73,730.01	\$76,964.59	\$80,362.02	\$83,925.53		
7		\$75,022.12	\$78,323.14	\$81,788.06	\$85,423.36		
8		\$76,343.17	\$79,707.39	\$83,241.97	\$86,949.04		
9		\$77,687.79	\$81,121.65	\$84,726.94	\$88,506.87		
10		\$79,061.34	\$82,562.69	\$86,240.84	\$90,095.77		
11			\$84,033.74	\$87,784.74	\$91,718.95		
12					\$93,371.06		
17						\$97,588.12	
22						\$99,358.08	
27						\$101,163.41	

Employees receive an annual benefit package of \$11,621.16.

Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program. Movement to the next column requires evidence of the completion of 15 semester units of instruction that are approved by the Superintendent or designee. A maximum of six (6) years teaching credit will be granted for initial placement on the salary schedule. (See AR 4122)

*Step 17 is a Longevity Step- increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

➤ **Note:** Employee may elect to participate at his/her expense in one of the health plan packages offered by the EAROP to its employees.

SUMMER SCHOOL INSTRUCTORS						
Hourly	\$41.82					
SUBSTITUTE INSTRUCTORS						
Hourly Rate	Hourly Rate (Long Term Assignment)	Long Term Hourly Rate - retroactive to the first day on consecutive work period. (Minimum of 10 consecutive workdays substituting for same				
\$30.83	\$33.91	instructor.)*No benefits granted to substitutes.				

ADDITIONAL COMPENSATION

EDUCATIONAL STIPENDS

<u>Professional Growth:</u> Full time teachers who have been compensated on Step 12, Column E for at least 2 years shall be entitled to a professional growth allowance of \$30 per semester unit with a maximum of 4 semester units per year and 20 semester units total. All units must be approved and earned during the year being credited. These units may be converted to Professional Development units needed for Column F, Step 17, providing the condition below is met.*

*Step 17 is a Longevity Step – the increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Bachelor's Degree	Master's Degree	Doctorate
\$867	\$1,122	\$1,632

Educational Stipends - Employee will receive the highest educational stipend ONLY.

SPECIALIZED TRAINING

Specialized Training

\$1,000/\$750

A program that has been identified by the Superintendent and/or designee as in need of updating and/or certification will be provided compensation as follows:

- 1. In lieu of paying hourly rates from training time, staff will be compensated with a \$1,000 annual stipend for the year(s) in which the training takes place.
- 2. Upon completion of the training and certification, the instructor will be awarded a \$750 annual stipend. This stipend will be awarded with the understanding that the instructor will remain current in the field of training.
- 3. In return for the training and stipends, the employee will sign an agreement to remain as an instructor for the Eden Area ROP in good standing for a minimum of two years beyond completion of the training program. If the instructor fails to complete the two-year agreement, the \$750 stipend will be forfeited.



Salary Scale Chart 2B CERTIFICATED HOURLY EMPLOYEES

2018-2019

Effective: July 1, 2018

HOURLY INSTRUCTORS							
STEP	1 2 3 4 5 6						
HOURLY RATE	\$38.31	\$41.82	\$43.77	\$45.81	\$47.96	\$50.21	

- Longevity Columns 2, 3, 4, 5 and 6 reached at 6, 10, 15, 20 and 25 years respectively.
- Hourly instructors receive a pro-rated amount of the full time Health & Welfare benefits monthly amount of \$968.43 based on hours worked.
- Hourly instructors, who have 12 years of service and beyond, will have their pro-rated benefits increased to the next 25% increment of the benefit allowance scale.

SUBSTITUTE TEACHERS						
Hourly Rate	Hourly Rate (Long Term Assignment)	Long Term Hourly Rate - retroactive to the first day on consecutive work period. (Minimum of 10				
\$30.83 \$33.91 consecutive workdays substituting for same instructor.)*No benefits granted to substitutes.						

ADDITIONAL COMPENSATION

EDUCATIONAL STIPENDS						
Bachelor's Degree Master's Degree Doctorate Special Assignment						
\$867	\$1,122	\$1,632	*20%			

Note:

• **Educational Stipends** - Employee will receive the highest educational stipend ONLY.



Salary Scale Chart 2C ADULT PROGRAMS SALARY SCHEDULE

2018-2019

Effective: July 1, 2018

	CERTIFICATED SALARIED INSTRUCTORS-12 MONTHS							
Step	А	В	С	D	Е	F		
1	\$64,844.82	\$67,633.70	\$70,563.99	\$73,637.87	\$76,867.09			
2	\$65,961.23	\$68,803.67	\$71,791.83	\$74,931.05	\$78,224.56			
3	\$67,100.14	\$70,000.43	\$73,048.59	\$76,248.89	\$79,607.76			
4	\$68,259.40	\$71,218.62	\$74,326.78	\$77,592.43	\$81,016.66			
5	\$69,445.45	\$72,461.46	\$75,632.83	\$78,963.84	\$82,456.62			
6		\$73,730.01	\$76,964.59	\$80,362.02	\$83,925.53			
7		\$75,022.12	\$78,323.14	\$81,788.06	\$85,423.36			
8		\$76,343.17	\$79,707.39	\$83,241.97	\$86,949.04			
9		\$77,687.79	\$81,121.65	\$84,726.94	\$88,506.87			
10		\$79,061.34	\$82,562.69	\$86,240.84	\$90,095.77			
11			\$84,033.74	\$87,784.74	\$91,718.95			
12					\$93,371.06			
17						\$97,588.12		
22						\$99,358.08		
27						\$101,163.41		

Employees receive an annual benefit package of \$11,621.16.

Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program. Movement to the next column requires evidence of the completion of 15 semester units of instruction that are approved by the Superintendent or designee. A maximum of six (6) years teaching credit will be granted for initial placement on the salary schedule. (See AR 4122)

*Step 17 is a Longevity Step- increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Note: Employee may elect to participate at his/her expense in one of the health plan packages offered by the EAROP to its employees.

EDUCATIONAL STIPENDS

<u>Professional Growth:</u> Full time teachers who have been compensated on Step 12, Column E for at least 2 years shall be entitled to a professional growth allowance of \$30 per semester unit with a maximum of 4 semester units per year and 20 semester units total. All units must be approved and earned during the year being credited. These units may be converted to Professional Development units needed for Column F, Step 17, providing the condition below is met.*

*Step 17 is a Longevity Step – the increase is earned after five years on Step 12, Column E plus 9 semester units of approved Professional Development. Movement down Column F to Step 22 and 27, will each be earned after five additional years plus 9 semester units of approved Professional Development.

Bachelor's Degree	Master's Degree	Doctorate
\$867	\$1,122	\$1,632

Educational Stipends - Employee will receive the highest educational stipend ONLY.

CERTIFICATED HOURLY INSTRUCTORS							
STEP	1	2	3	4	5	6	
HOURLY RATE	\$38.31	\$41.82	\$43.77	\$45.81	\$47.96	\$50.21	

- Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program.
- Movement to the next step will each be earned after six (6) additional years.
- Preparation time is paid at 1 hour per class.

	CLASSIFIED EMPLOYEES						
STEP WORK YEAR CLASSIFIED POSITION TITLES							
AE 3	12 months		Administrative Support Specialist				
AE 3	12 months		Program Specialist				
AE 4	12 months		Instructional Support Specialist				
AE 5	12 months		Security				
AE6	12 months		Classified Hourly/Exempt Instructor				

10 months= 193 days

11 months= 223 days

12 months = 260 days

COLUMN AND STEP										
Step	Column	1	2	3	4	5	6	7	8	9
	Hourly	\$26.37	\$27.48	\$28.67	\$29.91	\$31.20	\$32.57	\$33.98	\$35.48	\$37.07
AE 3	Monthly	\$4,285.13	\$4,465.50	\$4,658.88	\$4,860.38	\$5,070	\$5,292.63	\$5,521.75	\$5,765.50	\$6,023.88
	Yearly	\$51,421.50	\$53,586	\$55,906.50	\$58,324.50	\$60,840	\$63,511.50	\$66,261	\$69,186	\$72,286.50
	Hourly	\$22.22	\$23.18	\$24.19	\$25.25	\$26.37	\$27.48	\$28.67	\$29.91	\$31.20
AE 4	Monthly	\$3,610.75	\$3,766.75	\$3,930.88	\$4,103.13	\$4,285.13	\$4,465.50	\$4,658.88	\$4,860.38	\$5,070
	Yearly	\$43,329	\$45,201	\$47,170.50	\$49,237.50	\$51,421.50	\$53,586	\$55,906.50	\$58,324.50	\$60,840
	Hourly	\$21.26	\$22.11	\$23.02	\$23.99	\$24.99	\$26.03	\$27.14	\$28.30	\$29.51
AE 5	Monthly	\$3,454.75	\$3,592.88	\$3,740.75	\$3,898.38	\$4,060.88	\$4,229.88	\$4,410.25	\$4,598.75	\$4,795.38
	Yearly	\$41,457	\$43,114.50	\$44,889	\$46,780.50	\$48,730.50	\$50,758.50	\$52,923	\$55,185	\$57,544.50
AE 6	Hourly	\$38.31	\$41.82	\$43.77	\$45.81	\$47.96	\$50.21			·

For AE 6

- Initial placement on the schedule will consider amount and level of experience, education, complexity of subject matter, area salary rates, and relative value of the individual program. At the discretion of the Superintendent, placement may be at a higher range based on the needs of the program.
- Movement to the next step will each be earned after six (6) additional years.
- Preparation time is paid at 1 hour per class.

Associate's Degree	Bachelor's Degree	Master's Degree	Benefits Package	
\$612 per year	\$867 per year	\$1,122 per year	\$968.43 per month	

Notes:

- Longevity Columns 6, 7, 8, 9, reached at 10, 15, 20, 25 years respectively.
- Numbers have been rounded.



Salary Scale Chart 3 CLASSIFED EXEMPT EMPLOYEES

2018-2019

Effective: July 1, 2018

STEP	CLASSIFIED EXEMPT POSITION TITLES			
A-0	Work Based Learning Specialist (11 Months/223 Days)			
A-1	Personnel Coordinator (12 Months/260 Days)			
A-2	Technology Coordinator (12 Months/260 Days)			

Column and Step

Step	Column	1	2	3	4	5	6	7	8	9
A-0	Hourly	\$45.49	\$47.76	\$50.15	\$52.65	\$53.96	\$55.31	\$56.69	\$58.11	\$59.56
	Monthly	\$6,916.55	\$7,261.69	\$7,625.08	\$8,005.19	\$8,204.37	\$8,409.63	\$8,619.46	\$8,835.36	\$9,055.83
	Yearly	\$76,082.03	\$79,878.60	\$83,875.88	\$88,057.13	\$90,248.10	\$92,505.98	\$94,814.03	\$97,188.98	\$99,614.10
	Hourly	\$40.11	\$41.73	\$43.43	\$45.20	\$47.09	\$49.26	\$51.54	\$53.94	\$56.45
A-1	Monthly	\$6,517.83	\$6,781.08	\$7,057.33	\$7,344.96	\$7,652.08	\$8,004.71	\$8,375.21	\$8,765.21	\$9,173.08
	Yearly	\$78,214	\$81,373	\$84,688	\$88,139.50	\$91,825	\$96,056.50	\$100,502.50	\$105,182.50	\$110,077
	Hourly	\$37.66	\$39.16	\$40.73	\$42.36	\$44.08	\$46.11	\$48.24	\$50.47	\$52.82
A-2	Monthly	\$6,119.71	\$6,363.46	\$6,618.58	\$6,883.46	\$7,162.96	\$7,492.84	\$7,838.96	\$8,201.33	\$8,583.21
	Yearly	\$73,436.50	\$76,361.50	\$79,423	\$82,601.50	\$85,955.50	\$89,914	\$94,067.50	\$98,416	\$102,998.50

EDUCATIONAL STIPENDS

Associate's Degree	\$612 per year
Bachelor's Degree	\$867 per year
Master's Degree	\$1,122 per year

- Employees receive an annual benefit package of \$11,621.16.
- Longevity Columns 6, 7, 8, 9, reached at 10, 15, 20, 25 years respectively.
- 12 Month Classified Exempt employees accrue vacation at one step higher than their organization vacation accrual rate.
- Employee may elect to participate at his/her expense in one of the health plan packages offered by the EAROP to its employees.
- Numbers have been rounded.



Salary Scale Chart 4 **MANAGEMENT**

2018-2019

Effective: July 1, 2018				
STEP	ADMINISTRATION POSITION TITLES			
Α	Director - Certificated Position 220 day work year			
В	Principal – Certificated Position 217 day work year (Not filled at this time)			
С	Assistant Director - Certificated Position 217 day work year			
С	Grant Coordinator - Certificated Position 217 day work year			
D	Business Manager - Classified Position-260 day work year			

Range and Column

Range	Column	1	2	3	4	5
	Daily	\$571.66	\$599.23	\$628.18	\$658.57	\$690.48
Α	Monthly	\$10,337.52	\$10,836.12	\$11,359.55	\$11,909.16	\$12,486.13
	Annually	\$124,050.22	\$130,033.46	\$136,314.65	\$142,909.95	\$149,833.50
	Daily	\$519.88	\$545.86	\$573.16	\$601.83	\$631.91
В	Monthly	\$9,401.16	\$9,870.98	\$10,364.62	\$10,883	\$11,427.06
	Annually	\$112,812.96	\$118,451.79	\$124,375.44	\$130,596.03	\$137,124.67
	Daily	\$524.17	\$548.92	\$574.90	\$602.20	\$630.87
С	Monthly	\$9,418.68	\$9,926.28	\$10,396.18	\$10,889.82	\$11,408.20
	Annually	\$113,744.18	\$119,115.36	\$124,754.19	\$130,677.84	\$136,898.43
	Daily	\$428.62	\$449.27	\$470.98	\$493.75	\$517.67
D	Monthly	\$9,286.82	\$9,734.25	\$10,204.48	\$10,697.87	\$11,216.25
	Annually	\$111,441.78	\$116,810.94	\$122,453.81	\$128,374.43	\$134,595.02

EDUCATIONAL STIPENDS			
Bachelor's Degree	\$867 per year		
Master's Degree	\$1,122 per year		
Doctorate Degree	\$1,632 per year		

- Employees receive an annual benefit package of \$11,621.16.
- Daily rate=total annual salary / number of days in work year.
- Employee may elect to participate at his/her expense in one of the health plan packages offered by the EAROP to its employees.
- Certificated work year does not include vacations or holidays. Classified work year does include vacation and holidays.
- Numbers have been rounded.

Communications





L. Karen Monroe Superintendent

BOARD OF EDUCATION

Joaquin Rivera Trustee Area 1

Amber Childress Trustee Area 2

> Ken Berrick Trustee Area 3

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Trustee Area 4

Fred Sims
Trustee Area 5

Eileen McDonald Trustee Area 6

Yvonne Cerrato Trustee Area 7

Alameda County Office of Education

June 5, 2018

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

RE: 2017-18 Second Interim Report

Dear President Oshinski:

In accordance with Education Code Section 42127, we have examined the Second Interim Report of Eden Area ROP for fiscal year 2017-18 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 current and subsequent two fiscal years.

Based on our review and analysis, we are satisfied that the Second Interim Report approved by the ROP's Governing Board on March 1, 2018 accurately reflects the financial status of the ROP and is consistent with the State's Criteria and Standards. We therefore concur with the ROP's positive certification.

We want to acknowledge and express our appreciation to Marites Fermin and the District 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

LKM:nz

cc: Governing Board, Eden Area ROP

Linda Granger, Superintendent, Eden Area ROP Marites Fermin, Business Manager, Eden Area ROP Jeffrey B. Potter, Chief Business Officer, ACOE

Natalie Zaderey, Director, ACOE

313 W.Winton Ave. Hayward, California 94544-1136

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