

GOVERNING BOARD MEETING AGENDA

Thursday, June 2, 2016 5:30 pm

Location: 26316 Hesperian Blvd. Hayward, CA 94545 Website: www.edenrop.org

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



Governing Board Members

Gary Howard, President Lisa Brunner, Vice-President Janet Zamudio, Member Vince J. Rosato, Member Castro Valley Unified School District Hayward Unified School District San Lorenzo Unified School District San Leandro Unified School District

Mission Statement

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



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

Date: Thursday, June 2, 2016

Time: 5:30 p.m.

AGENDA

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

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

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

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

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

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

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- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of May 5, 2016 (pages 4-8)
- B. Request the Governing Board to approve the Bill Warrants (pages 9-12)
- C. Request the Governing Board to approve the Contract with Atkinson, Andelson, Loya, Ruud and Romo (AALRR) for Legal Services for the 16-17 Fiscal Year (pages 13-19)
- D. Request the Governing Board to approve the Contract with the DSP Training Proctor (Cindy Christovale) for the 2016-2017 School Year (pages 20-26)
- E. Request the Governing Board to approve the Contract with the DSP Training Proctor (Abraham Hill) for the 2016-2017 School Year (pages 27-32)
- F. Request the Governing Board to approve the Contract with Flagship Inc. for Janitorial Services for the 2016-2017 Fiscal Year (pages 33-36)
- G. Request the Governing Board to approve the Contract with Hayward Unified School District for Student Transportation for the 2016-2017 Fiscal Year (pages 37-39)
- H. Request the Governing Board to approve the Contract with Pacheco Brothers Gardening Inc. for Landscaping for the 2016-2017 Fiscal Year (pages 40-47)
- I. Request the Governing Board to approve the MOU with Alameda County Office of Education (ACOE) for Payroll Services for the 2016-2017 Fiscal Year (pages 48-53)
- J. Request the Governing Board to approve the MOU with Associated Builders and Contractors (ABC) for the 2016-2017 School Year (pages 54-56)
- K. Request the Governing Board to approve the Disposal of Obsolete Surplus Items (pages 57-60)
- L. Request the Governing Board to approve the Revision of the Eden Area ROP Adult Class Fee Schedule (pages 61-62)

VII. INFORMATION ITEMS

A. The Superintendent's Evaluation Timeline (pages 63-64)

VIII. ACTION ITEMS

Open Public Hearing for Eden Area ROP Adopted Budget for the 2016-2017 Fiscal Year

Close Public Hearing

- A. Request the Governing Board to approve the Adopted Budget for the 2016-2017 Fiscal Year (page 65)
- B. Request Governing Board to approve the 2016-2017 School Calendar (pages 66-67)
- C. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2016 2017 School Year (pages 68-69)

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- D. Request the Governing Board to approve to MOU with NEA Community Learning Center (pages 70-72)
- E. Request the Governing Board to approve Contract with EPC IT Solutions for the Installation of the Fiber Optic Upgrade (pages 73-89)
- F. Request the Governing Board to approve the Administrative Support Specialist Position and Job Description (pages 90-92)
- G. Request the Governing Board to approve the Adoption of Resolution 12-15/16: Establish Adult Ed. Fund: Fund 11 (pages 93-94)

IX. Superintendent's Report

X. Communications

A. Letter from the Alameda County Office of Education regarding the Second Interim (pages 95-96)

XI. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

XII. Recess to Closed Session

- A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/Dismissal/Release
- B. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)
 Designated Representative: Marites Fermin
 Unrepresented employees
- C. Conference with Legal Counsel Anticipated Litigation (Pursuant Government Code Section 54956.9)

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

- A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/Dismissal/Release
- B. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)
 Designated Representative: Marites Fermin
 Unrepresented employees
- C. Conference with Legal Counsel Anticipated Litigation (Pursuant Government Code Section 54956.9)

XIV. Adjournment

Consent Calendar





Minutes of the Regular Meeting of the ROP Governing Board May 5, 2016

I. Call to Order

Trustee, Gary Howard, Board President, called the meeting to order at 5:30 p.m. on Thursday, May 5, 2016 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

arrived at 5:35 pm

II. Roll Call

Roll was called by Gabriela Juarez, Administrative Assistant.

Eden Area ROP Governing Board Present:

Gary Howard, President Castro Valley USD
Lisa Brunner, Vice President Hayward USD

Vince J. Rosato, Member San Leandro USD Janet Zamudio, Member San Lorenzo USD

Superintendent: Linda Granger-present

ROP Administrators in Attendance:

Craig Lang Director

Sheila Lawrence Assistant Director of Offsite Programs
Stefanie Bradshaw Assistant Director of Adult Programs

Evan Goldberg Grant Coordinator

ROP Staff in Attendance:

Gabriela Juarez Superintendent's Administrative Assistant

Judi Kaufmann Retail Floral Design/Event Planning Program Instructor

III. Pledge of Allegiance

Sheila Lawrence led the Pledge of Allegiance.

IV. Mission Statement

Craig Lang read the Eden Area ROP Mission Statement.

V. Approval of Agenda

Trustee Vince J. Rosato moved to approve the agenda and Trustee Janet Zamudio seconded the motion. By the following vote, the agenda was approved.

AYES: 3 (Howard, Rosato, Zamudio)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Brunner)

VI. Consent Calendar

Trustee Janet Zamudio moved to approve the Consent Agenda items as follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of April 7, 2016
- B. Approve the Bill Warrants Items
- C. Approve the Personnel Action Items
- D. Approve the MOU between the Eden Area ROP and HUSD through the Hayward Promise Neighborhood Partnership for the Summer Rising Academy
- E. Approve the Contract with John Peters for the First Responders Program
- F. Approve the Agreement with Fresno County Office of Education to provide Direct Support Professional Training
- G. Approve the Subaward Agreement with California State University East Bay for the Hayward Promise Neighborhood Grant

Trustee Vince J. Rosato seconded the motion.

AYES: 3 (Howard, Rosato, Zamudio)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Brunner)

VII. Information Items

A. CDE Course Review-Retail Floral Design/Event Planning

Mr. Craig Lang, Director, introduced Mrs. Judi Kaufmann to present information on the Retail Floral Design & Event Planning program. Mrs. Kaufmann shared that her students learn to recognize flowers and foliage commonly used in the floral industry. They also learn how to process and condition flowers for potential maximum shelf life. Students create marketable arrangements. Mrs. Kaufmann also teaches employability and workplace skills. By the end of the semester, students are placed at internship sites 3 days a week and attend class the other 2 days. In addition to teaching floral design, the course also teaches event planning skills. The event planning portion of the program includes learning how to manage and follow a timeline for an event. Students learn to create and work within a budget. They also are taught how to plan and decorate a themed event.

B. WASC Action Plan-First Year Report

Craig Lang, Director, presented on the First Year WASC Action Plan report. He shared the 9 goals and the steps to accomplish the goals. He shared that ROP is making progress and is on target with meeting the goals.

VIII. Action Items

A. Request the Governing Board to approve the adoption of Resolution 6-15/16: Day of the Teacher

Upon review of and a motion by Trustee Vince J. Rosato and a second by Trustee Lisa Brunner, the Governing Board approved the Adoption of Resolution 6-15/16: Day of the Teacher.

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AYES: 4 (Brunner, Howard, Rosato, Zamudio)

NOES: 0 ABSTAIN: 0 ABSENT: 0

B. Request the Governing Board to approve the adoption of Resolution 7-15/16: Classified Employee's Week

Upon review of and a motion by Trustee Lisa Brunner and a second by Trustee Vince J. Rosato, the Governing Board approved the Adoption of Resolution 7-15/16: Classified Employee's Week.

AYES: 4 (Brunner, Howard, Rosato, Zamudio)

NOES: 0 ABSTAIN: 0 ABSENT: 0

C. Request the Governing Board to approve the adoption of Resolution 8-15/16: Temporary Borrowing Between Funds

Upon review of and a motion by Trustee Janet Zamudio and a second by Trustee Lisa Brunner, the Governing Board approved the Adoption of Resolution 8-15/16: Temporary Borrowing Between Funds.

AYES: 4 (Brunner, Howard, Rosato, Zamudio)

NOES: 0 ABSTAIN: 0 ABSENT: 0

D. Request the Governing Board to approve the adoption of Resolution 9-15/16: Year End Budget Transfers of Funds

Upon review of and a motion by Trustee Vince J. Rosato and a second by Trustee Janet Zamudio, the Governing Board approved the Adoption of Resolution 9-15/16: Year End Budget Transfer of Funds.

AYES: 4 (Brunner, Howard, Rosato, Zamudio)

NOES: 0 ABSTAIN: 0 ABSENT: 0

E. Request the Governing Board to approve the adoption of Resolution 10-15/16: Authority to Sign Contracts for the 2015-2016 Fiscal Year

Upon review of and a motion by Trustee Janet Zamudio and a second by Trustee Vince J. Rosato, the Governing Board approved the Adoption of Resolution 10-15/16: Authority to Sign Contracts for the 2015-2016 Fiscal Year.

AYES: 4 (Brunner, Howard, Rosato, Zamudio)

NOES: 0 ABSTAIN: 0 ABSENT: 0

F. Request the Governing Board to approve the adoption of Resolution 11-15/16: Delegation of Powers to Agents for the 2015-2016 Fiscal Year

Upon review of and a motion by Trustee Lisa Brunner and a second by Trustee Janet Zamudio, the Governing Board approved the Adoption of Resolution 11-15/16: Delegation of Powers to Agents for the 2015-2016 Fiscal Year.

AYES: 4 (Brunner, Howard, Rosato, Zamudio)

NOES: 0
ABSTAIN: 0
ABSENT: 0

IX. Superintendent's Report

Linda Granger invited the Board to the Student Award Ceremony on May 31st at 6:00 pm at the Castro Valley Center of the Arts. She stated that they should be receiving a formal invitation soon.

Superintendent Granger also shared about a collaboration project between the construction and welding class to build a ramp. The ramp was for our culinary instructor who has suffered from a stroke and is in a wheel chair. She shared pictures with the Board of the students installing the ramp at Mr. Schibler's house.

Ms. Granger reported that the Company Vermeer that provides horizontal underground drilling services to run cable underground. These services are in high demand. However, there aren't enough people trained to provide the service to meet the demands. Vermeer approached ROP to host the trainings that will certify for horizontal underground drilling. In exchange Vermeer in donating the concrete for ROP to build an outdoor classroom near our garden.

Superintendent Granger also wanted to highlight some curricular areas. She shared that at the Coastal CAROCP meeting she was able to coordinate CISCO to present. While CISCO has been providing networking curriculum for years, they have had to revise it because it wasn't attracting high school students. Computer networking does not appeal to them, however, if you talk about programming and cyber security that does sound interesting. It's something they can relate to. There is an increasingly huge need for an emerging-market of cyber security. Every business now has a network and has to worry about security and so they have developed a cyber security program called cyber security networks. This is the hook for high school students. Also, in an effort to gain the interest of kids CISCO has implemented competitions. The competition is a cyber patriot program where they have hacking contests and if students make it to Nationals they will compete at the White House in Washington DC.

CISCO has also recognized the need for having teachers in the field prepared and have implemented the teacher professional development side of it as well.

X. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Janet Audio, San Lorenzo USD representative, thanked the ROP staff for the campus tour especially because it was with short notice. It was a great walk through. It was great to come and see the programs and be able to talk to students. She really liked that student ambassador and having students approach her and tell her of their experiences and then her being able to ask the students questions. She stated it was wonderful.

Vince J. Rosato, San Leandro USD representative, reported that they have completed 4 of 5 days of judging sophomore business plans for the NFTE competition. He also shared that he has completed the program for master gardeners.

Lisa Brunner, Hayward USD representative, thanked Superintendent Granger for her presentation of the Fire Science program to the HUSD Board meeting.

Gary Howard, Castro Valley USD representative, shared that Superintendent Granger also presented at the Castro Valley Board meeting. He also reported that Castro Valley will be hosting their annual Science Festival and that ROP will be participating. He concluded his report by sharing that the Castro Valley Board had a workshop to discuss high school graduation requirements.

IV. Recess to Closed Session

The meeting was called into closed session at 6:20 pm

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

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

The meeting resumed to open session at 6:31 p.m.

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

No action was taken

XI.	Adi	iournme	nt

The meeting was adjourned at 6:35 p.m.
Approved by the Eden Area ROP Governing Board
Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: June 2, 2016

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Sabrina Ubhoff, Accounting Technician

SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of April 25, 2016 through May 18, 2016 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: June 2, 2016

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Contract with

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

Legal Services for the 2016-2017 School Year

BACKGROUND

For the past few years Atkinson, Andelson, Loya, Ruud & 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 & Romo and the Eden Area ROP through June 30, 2017.

CONSENT CALENDAR

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. Standard Hourly Rate Services

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

Senior Partners	\$285.00
Partners/Senior Counsel	\$260.00
Senior Associates	\$250.00
Associates	\$240.00
Non-Legal Consultants	\$210.00
Senior Paralegals/Law Clerks	\$185.00
Paralegals/Legal Assistants	\$175.00

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 Firmprovided non-legal consultants as set forth in paragraph F., below.

B. <u>Billing Practices</u>

- 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. Consent to Joint Representation

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. <u>Client Cooperation</u>.

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. DURATION

This Agreement shall commence July 1, 2016 and terminate on June 30, 2017 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.

Either written notice		or the Law Firm	n may terminate this Agreement on thirty (30) days'
			"Law Firm"
			ATKINSON, ANDELSON, LOYA, RUUD & ROMO
Dated:	5-23	-16	By: Madd Hollalan Todd A. Goluba
			"ROP"
			EDEN AREA ROP
Dated:			By: Linda Granger, Superintendent



DATE: June 2, 2016

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Contract with

the DSP Training Proctor (Cindy Christovale) for the 2016-

2017 School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the Agreement between the DSP Proctor (Cindy Christovale) and the Eden Area ROP to provide training for the 2016-2017 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") dated this 3rd. day of June, 2016

BETWEEN

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

OF THE FIRST PART

- AND -

Dr. Cindy Christovale of P.O. Box 3475, Hayward, California, 94540 (the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - 1. Coordination and Teaching two-year, 70-hour standardized statewide competency-based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 9 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.
 - 2. Proctor challenge and skill test for Year 1 and/or Year 2 in lieu of training for direct support professionals and administrators. If a passing score on the challenge test is not achieved, the student must enroll in the 35-hour training class.

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

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until **June 30, 2017**, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

- 4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125.00 per student for each participant. Service Provider must submit an itemized Invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per testing or training. Itemized invoice must be received by 5th of the month following a testing or training cycle.
- 5. This compensation will be payable upon completion of the agreed to services.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses **OR** the Service Provider will arrange and pay for all travel accommodations for mandated DSP training for the July 2016 and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated. 2. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time. 3. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

- 17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
 - Eden Area ROP
 26316 Hesperian Blvd, Hayward, California, 94545
 Fax Number: 510293-8325
 - b. Dr. Cindy Christovale
 P.O. Box 3475, Hayward, California, 94540
 Email: rolcf@pacbell.net

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Enurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 3rd. day of June, 2016.

SIGNED, SEALED AND DELIVEREI					
in the presence of					
Dr. Cindy Christovale					
Linda Cran can Symposiutan dant					
Linda Granger, Superintendent					
Eden Area ROP					



DATE: June 2, 2016

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Contract with

the DSP Training Proctor (Abraham Hill) for the 2016-2017

School Year

BACKGROUND

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

CURRENT SITUATION

The attached is a copy of the Agreement between the DSP Proctor (Abraham Hill) and the Eden Area ROP to provide training for the 2016-2017 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") dated this the 30th day of June, 2016.

BETWEEN

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

OF THE FIRST PART

-AND-Abraham Hill (the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
 - Coordination and Teaching of a two-year, 70-hour standardized statewide competency-based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 10 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.
 - Complete all required and necessary documents associated with curriculum, tracking, training and testing of CCF direct care staff and CCR administrators when needed.
 - Attend training the Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

The term of this Agreement will begin on the date of this Agreement and will remain in full
force and effect until June 30, 2017, subject to earlier termination as provided in this
Agreement, with the said term being capable of extension by mutual written agreement of
the parties.

Performance

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

Compensation

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

Additional Compensation

- 7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a) The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for mandated DSP training for the July 2016 and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.
 - b) Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time.
 - c) Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

Modification of Agreement

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

Notice

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

26316 Hesperian Blvd, Hayward, California, 94545

Fax Number: 510-293-8325

b. Abraham Hill

PO Box 3, Eldridge, California, 95431 Email Address: skisos@gmail.com

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Enurement

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

Currency

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

Titles/Headings

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

<u>Gender</u>

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 30th day of June, 2016.

SIGNED, SEALED AND DELIVERED in the presence of		
Abraham Hill		
Linda Granger, Superintendent Eden Area ROP		



DATE: June 2, 2016

TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Contract with

Flagship Inc. for Janitorial Services for the 2016-2017 Fiscal

Year

BACKGROUND

Each year the Eden Area Regional Occupational Program contracts for Janitorial services.

CURRENT SITUATION

The attached contract provides details of the janitorial service contract with Flagship Inc. for the 2016-2017 fiscal year.

CONSENT CALENDAR





Flagship Facility Services, Inc. 1050 North 5th Street San Jose, CA 95112

SERVICE AGREEMENT

This agreement is entered into by and between Flagship Facility Services, Inc. ("Provider") and **Eden Area ROP** ("Company"), for the purpose of cleaning of Company's business premises located at **26316 Hesperian Blvd., Hayward, CA 94545**. The effective date of this agreement is set forth below. The start date for services is: 07/01/2015.

Provider agrees to furnish all manpower, equipment, and materials necessary to provide the services as described on the document entitled "Cleaning Specifications", attached hereto and incorporated by reference. The cost for the services shall be the monthly amount of \$4,366.50.

Company agrees to provide access to the business premises to be cleaned under this agreement, and to pay for all services provided pursuant to monthly invoices, which shall be sent on the first day of each month, due and payable thirty days after date of invoice. Additional services and employee consumable supplies invoices are sent on an as needed basis, and are due and payable thirty days after date of the invoice. Company agrees to pay all invoices when due.

Company is responsible for notifying Provider of any questions, concerns, or discrepancies relating to any invoice in a timely fashion, and in no event later than thirty days after receipt of the invoice in question. Provider shall timely respond to any such questions and/or concerns. In the event of a billing dispute that remains unresolved after one month's time, Provider may cancel this agreement without notice.

This agreement may be terminated upon thirty days written notice to the non-terminating party. Termination does not relieve Company of the obligation to pay all invoices current to the date of termination. In the event of (i) the Company filing for bankruptcy, reorganization, and/or Company's assignment of its assets (ii) Company's loss of its right to occupy the premises described above, (iii) billing disputes unresolved within the time period set forth above, or (iv) failure to pay any invoice when due, Provider shall have the right to terminate this agreement with no notice. Termination does not relieve Company of the obligation to pay for all services rendered prior to the date of termination.

Notices under this Agreement are considered served on the earlier of (a) actual receipt if delivered in person or by facsimile with receipt confirmed in writing by the transmitting machine, (b) three business days after they are deposited with the US Postal Service sent by certified mail, return receipt requested, or (c) two business days after they are deposited with a nationally recognized overnight courier service with delivery charges paid or guaranteed, addressed as follows:

Flagship Facility Services, Inc. 1050 North 5th Street San Jose, CA 95112



Provider shall not be liable for any failure to perform any of its obligations hereunder which results from an act of God, the elements, fire, theft, flood, delays caused by riot, insurrection, terrorism industrial dispute, war, embargoes, legal restrictions or any other cause beyond the reasonable control of Provider.

The terms of this agreement may be modified or amended at any time only by writing, signed by the party against whom modification is sought.

Time is of the essence. A waiver of any term of this agreement shall not be construed to be a modification to this agreement or a continuing waiver of that term.

If any action is brought to enforce the terms of this agreement or collection of any invoices submitted hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief that may be granted.

The person signing this agreement on behalf of Company hereby warrants that he/she is authorized to enter into this agreement. This agreement may be executed in several counterparts all of which shall constitute one agreement binding on each of the parties notwithstanding that all parties have not signed the same original or counterpart.

During the Term and each Schedule Term and the one (1) year period thereafter (regardless of the reason for termination), Customer will not, directly or indirectly, by any means or devices whatsoever, in any individual or representative capacity: (a) hire, employ or attempt to hire or employ any employee of Flagship Facility Services, Inc. or (b) otherwise solicit, request, entice or induce those employees to terminate their employment with Flagship Facility Services, Inc. If Customer should solicit or hire any employee of Flagship Facility Services, Inc. as prohibited above, Customer shall pay to Flagship Facility Services, Inc. as liquidated damages and not as a penalty an amount equal to one hundred percent (100%) of the employee's starting base annual salary with Customer.

This agreement and attachments constitute the entire agreement and supersede any prior discussion, agreement or understandings between the parties regarding the subject matter hereof. If any one or more of the provisions of this agreement are held invalid or unenforceable, the parties intend that such provision shall be modified to the minimum extent necessary to make it valid and enforceable and all other provision of this agreement or their application shall not be affected thereby.

Please remit all payments to: Flagship Facility Services, Inc.

Attn: Accounts Receivable P.O. Box 612140

San Jose, CA 95161-2140





This agreement shall be governed by California.	and construed in accordance with the	e laws	of the	State	O
Camornia.					
Flagship Facility Services, Inc.	Company Representative				
Rafael Y Canseco					
Customer Service Manager					
	Name and Title (Please Print)				



DATE: June 2, 2016

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the Contract with

Hayward Unified School District for Student Transportation for

the 2016-2017 School Year

CURRENT SITUATION

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

For the 2016-2017 school year we are continuing the contract between Hayward Unified School District and Eden Area ROP to provide daily transportation services to and from the ROP Center and HUSD, SLUSD and SLzUSD high schools.

CONSENT CALENDAR



HAYWARD UNIFIED SCHOOL DISTRICT



Building a Culture of Success

MEMORANDUM OF UNDERSTANDING EDEN AREA REGIONAL OCCUPATIONAL PROGRAM AND HAYWARD UNIFIED SCHOOL DISTRICT 2016-17 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), San Lorenzo Unified School District (SLUSD), and Eden Area Regional Occupational Center, as agreed-upon and on agreed-upon calendar days.

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

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

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

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

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

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

HUSD agrees to provide bus transportation from August 2016 through June 2017. The costs will be \$350,000.00 with a maximum of 43,000 miles for 180 days.



HAYWARD UNIFIED SCHOOL DISTRICT



Building a Culture of Success

The daily and average mileage is as follows:

Signed

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

Mileage in excess of 43,000 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 \$350,000 in four quarterly installments of \$87,500 on or before September 30, 2016, December 31, 2016, March 31, 2017, and June 30, 2017.

Dawn D. Riccoboni Assistant Superintendent Business Services	Date
Hayward Unified School District	
Signed	
Linda Granger	Date
Superintendent	
Eden Area ROP	



TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Contract with

Pacheco Brothers Gardening Inc. for Landscaping for the

2016-2017 Fiscal Year

BACKGROUND

Each year the Eden Area Regional Occupational Program contracts for landscaping services.

CURRENT SITUATION

The attached contract reflects no changes from last year and provides for continuation of the service agreement with Pacheco Brothers Gardening Inc. for services provided to the Eden Area ROP for fiscal year 2016-2017.

CONSENT CALENDAR

LAWNS & SHRUBS CONTRACT

THIS CONTRACT IS MADE BETWEEN PACHECO BROTHERS GARDENING, INC., HEREAFTER CALLED CONTRACTOR AND OWNER(S) AUTHORIZED REPRESENTATIVE.

ATTENTION:	Marites Fermin	PHONE:	
COMPANY NAME:	Eden Area R.O.P.	FAX:	(510) 293-2901
ADDRESS:	26316 Hesperian Blvd	JOB NAME:	Eden Area R.O.P.
CITY/STATE/ZIP:	Hayward Ca 94545	LOCATION:	Hayward
	FOR FISCAL YEAR 2015-2016		

1. GENERAL:

A. SCOPE OF WORK:

CONTRACTOR SHALL MAINTAIN LANDSCAPED AREAS IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS & CONDITIONS: CONTRACTOR AGREES TO FURNISH ALL LABOR-SUPERVISION-TOOLS, EQUIPMENT NECESSARY TO MAINTAIN LANDSCAPE IN ATTRACTIVE AND NEAT CONDITION. CONTRACTOR WILL NOT BE RESPONSIBLE FOR VANDALISM, THEFT, ADVERSE NATURAL CONDITIONS OR ANYTHING BEYOND THE CONTROL OF THE CONTRACTOR

B. LICENSE:

CONTRACTOR SHALL AT ALL TIMES MAINTAIN A VALID C-27 LANDSCAPE CONTRACTORS LICENSE/PEST CONTROL OPERATORS SPRAY LICENSE ISSUED BY THE STATE OF CALIFORNIA. UPON REQUEST BY OWNER, PHOTOCOPIES OF LICENSE SHALL BE PROVIDED.

C. INSURANCE:

CONTRACTOR SHALL MAINTAIN FULL GENERAL LIABILITY, PROPERTY DAMAGE AND WORKERS COMPENSATION INSURANCE. CERTIFICATES OF INSURANCE SHALL BE FURNISHED UPON REQUEST.

D.	PAYMENT TO BE MADE AS FOLLOWS :\$	1,240.00	MONTHLY
	TWELVE HUNDRED DO	DLLARS	

SERVICE IS: Weekly

PAYMENT TERMS:

PAYMENT SHALL BE MADE AS FOLLOWS: NET CASH UPON COMPLETION, PAST DUE ACCOUNTS AFTER 30 DAYS SUBJECT TO FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) ON THE UNPAID BALANCE. INVOICES PAYABLE BY THE 10^{TH} OF EACH CALENDAR MONTH FOLLOWING THE MONTH WORK WAS PERFROMED.

TERMS OF CONTRACT:

TERMS OF THIS CONTRACT SHALL BE FOR ONE YEAR. PARTIES MAY AT ANY TIME AGREE IN WRITING TO EXTEND TERMS OF CONTRACT OR MODIFY ANY PROVISIONS HEREIN. THIS CONTRACT MAY BE TERMINATED BY EITHER PARTY UPON SIXTY DAYS WRITTEN NOTICE.

05/26/16

II. WORK INCLUDED:

- A. TREES, SHRUBS & VINES:
 MAINTAIN TREES AND SHRUBS IN A HEALTHY GROWING CONDITION
 BY PERFORMING ALL NECESSARY OPERATIONS.
 - 1. PRUNING TREES:
 REGULAR PRUNING OF TREES WILL BE DONE TO REMOVE
 SUCKER GROWTH & MAINTAIN PROPER BRANCHING HEIGHT &
 HEAD DENSITY. PRUNE AROUND YOUNG TREES TO REDUCE
 COMPETITION FOR NUTRIENTS BY GROUND COVER.

TREES WHICH EXCEED THE REACH OF 15 FEET SHALL NOT BE PART OF CONTRACT AND WILL BE INSPECTED BY A CONTRACTOR AND A RECOMMENDATION WILL BE MADE TO THE OWNER FOR SERVICES OF A STATE CERTIFIED ARBORIST.

- 2. PRUNING SHRUBS:
 THE OBJECTIVES OF SHRUB PRUNING ARE THE SAME AS FOR TREES. UNLESS SPECIFIED SHRUBS WILL BE PRUNED TO PROMOTE NATURAL FORM & OPTIMIZE FLOWERING HABITS. SHRUBS SHALL NOT BE CLIPPED INTO BALLED OR BOXED FORMS UNLESS SUCH IS REQUIRED BY THE DESIGN.
- 3. STAKING AND TYING OF TREES:
 WILL BE DONE AS NEEDED WITH MATERIALS & LABOR
 SUPPLIED BY OWNER. FLAT CHARGE IS \$18.00 FOR STAKING (2")
 & TYING OF TREES (SINGLE STAKING). DOUBLE STAKING OR
 GUY WIRING CAN ALSO BE PROVIDED AT AN EXTRA CHARGE.
 TREE TIES WILL BE ADJUSTED ON A REGULAR BASIS TO
 PREVENT ADVERSE EFFECTS.
- B. GROUND COVER & FLOWER BED MAINTENANCE:
 - 1. SCOPE OF WORK SHALL CONSIST OF TRIMMING GROUND COVER WHERE NEEDED AROUND TREES, SHRUBS, CURBS, SIDEWALKS, BUILDINGS AND OTHER OBJECTS.
 - a. LITTER AND DEBRIS WILL BE REMOVED FROM LANDSCAPE AREAS ON A WEEKLY BASIS.
 - 2. FLOWER BEDS TO BE WEEDED & CLEANED OF LEAVES & DEBRIS ON A REGULAR BASIS TO MAINTAIN A NEAT & CLEAN APPEARANCE.

C. LAWN CARE:

LAWN SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION BY FURNISHING NECESSARY SERVICES.

- 1. MOWING & EDGING OF ALL LAWNS ON A SCHEDULED BASIS;
 ONCE PER WEEK (WEATHER PERMITTING) AS TO MAINTAIN A
 NEAT APPEARANCE AND TO PROMOTE A HEALTHY GROWTH.
 AFTER MOWING & EDGING THE GRASS, CLIPPINGS SHALL BE
 REMOVED FROM ALL SIDEWALKS, DRIVEWAYS & CURBS.
 DURING SLOW GROWTH PERIODS (USUALLY NOVEMBER MARCH) MOWING WILL BE DONE PER THE DISCRETION OF THE
 CONTRACTOR. OTHER MAINTENANCE DUTIES WILL BE
 COMPLETED IN LIEU OF MOWING.
- 2. AERIFICATION: TO REDUCE COMPACTION AND INCREASE WATER PENETRATION, CONTRACTOR AGREES TO AERIFY A MAXIMUM OF TWICE PER YEAR.

D. HARDSCAPE AREAS:

SHALL BE CLEANED OF DEBRIS. GARAGES, PARKING AREA, CURBS AND DRIVEWAYS ARE <u>NOT</u> INCLUDED UNLESS OTHERWISE STATED. CLEAN UP OF USUAL DEBRIS IS CONSIDERED AN EXTRA WORK.

E. WATER AND/OR IRRIGATION:

OWNER SHALL PROVIDE ALL WATER NECESSARY FOR IRRIGATION.
AUTOMATIC IRRIGATION SHALL BE ACCOMPLISHED ON A SCHEDULED BASIS WITH FREQUENCY & DURATION AS TO PROMOTE HEALTHY GROWTH. THIS SHALL BE ACCOMPLISHED BY ADJUSTING AUTOMATIC CONTROLLER BASED ON CHANGES IN RAINFALL AND TEMPERATURE. CLEANING, FLUSHING AND ADJUSTING SYSTEM WILL BE DONE AS NEEDED. MANUAL IRRIGATION OR HAND WATERING IS CONSIDERED AN EXTRA WORK.

F. FERTILIZATION:

- 1. FERTILIZER SHALL BE APPLIED AS NECESSARY TO MAINTAIN HEALTHY GROWTH. APPLICATION SHALL BE DETERMINED BY THE TIME OF YEAR, SOIL TYPES AND REQUIREMENTS OF PLANTS.
- 2. LAWNS SHALL BE FERTILIZED WITH A TOTAL OF AT LEAST SIX
 (6) LBS., OF ACTUAL NITROGEN PER 1,000 SQ. FT., PER YEAR.
 THE NUMBER OF APPLICATIONS WILL BE DEPENDENT ON THE
 TYPE OF NITROGEN USED. ONE POSSIBLE FERTILIZATION
 SCHEDULE FOR TURF INCLUDES QUARTERLY APPLICATIONS OF
 A SLOW RELEASE FERTILIZER.

G. DISEASE, PESTS & WEED CONTROL:

1. DISEASE & PESTS: REASONABLE CONTROL OF INSECTS & DISEASE WILL BE MAINTAINED AS WELL AS POSSIBLE WITH FUNGICIDES, INSECTICIDES & OTHER APPROPRIATE SOLUTIONS. TREES ARE NOT INCLUDED. SNAIL CONTROL IS CONSIDERED AN EXTRA WORK. NOTE: SOME TURF DISEASES HAVE NO EFFECTIVE MEANS OF CONTROL.

2. WEED CONTROL:

IF NEEDED WEED REMOVAL AND SPRAYING PROGRAM WILL BE DONE TO CONTROL BROAD LEAF HERBACEOUS WEEDS. SPRING AND FALL CRAB GRASS CONTROL THROUGH APPLICATION OF PRE-EMERGENT WILL BE DONE AT AN EXTRA CHARGE (TWICE A YEAR).

THE COST FOR YOUR PROJECT IS: \$ 395.00 - SEE PAGE 6

III. INSPECTIONS UPON REQUEST:

MONTHLY INSPECTION OF MAINTENANCE AREAS COVERED BY AGREEMENT SHALL BE MADE BY OWNER AND CONTRACTOR. ACCOUNT MANAGER IS AVAILABLE FOR HOME OWNERS MEETINGS AND WALK THROUGHS WHEN REQUESTED.

IV: EXTRA WORK:

CONTRACTOR SHALL FURNISH, FOR WHICH THE OWNERS SHALL BE BILLED AN EXTRA, ALL LABOR & MATERIALS NEEDED TO REPAIR DAMAGED IRRIGATION SYSTEM OR DAMAGED PLANT MATERIALS DUE TO ACTS OF VANDALISM OR FOR ANY REASON WHICH WOULD NOT BE CONSIDERED NEGLIGENCE ON THE PART OF CONTRACTOR. LABOR RATES ARE \$45.00 PER MAN PER HOUR DURING REGULAR BUSINESS HOURS (7:00 A.M. - 3:30 P.M., MONDAY - FRIDAY, EXCEPT HOLIDAYS) AND \$68.00 PER MAN HOUR AFTER BUSINESS HOURS (EMERGENCY ANSWERING SERVICE AVAILABLE EVENINGS, WEEKENDS AND HOLIDAYS).

V. OPTIONAL SERVICES:

- 1. DEEP ROOT FEEDING/INJECTION FERTILIZING
- 2. LANDSCAPE DESIGN & IMPROVEMENTS
- 3. ANNUAL COLOR PROGRAM
- 4. EROSION CONTROL
- 5. WEED ABATEMENT
- 6. TRACTOR WORK
- 7. DRIP IRRIGATION CONVERSIONS
- 8. TURF DETACHING
- 9. SPLIT SEEDING
- 10. DOMESTIC MAIN LINE REPAIRS IN STREET ASPHALT, CEMENT CUTTING OR PATCHING WORK.
- 11. HYDROSEEDING

VI. PRE EXISTING CONDITIONS:

ANY PRE EXISTING CONDITIONS THAT ARE DETRIMENTAL TO PLANT GROWTH ARE NOT THE RESPONSIBILITY OF THE CONTRACTOR AND CORRECTION OF THIS IS AN EXTRA.

SPECIAL PROVISIONS:

VIII. ATTORNEY FEES:

SHOULD EITHER PARTY BRING SUIT IN COURT TO ENFORCE ANY OF THE TERMS OF THIS CONTRACT, IT IS AGREED THAT THE LOSING PARTY WILL PAY TO THE SUCCESSFUL PARTY HIS COST & REASONABLE ATTORNEY FEES.

THE PARTIES AGREE THAT IN THE INTEREST OF ECONOMY, SPEED AND INSURING CONTINUED GOOD RELATIONSHIP ANY QUESTION ARISING OUT OF THE OPERATION OF THIS AGREEMENT, WHICH THE PARTIES CANNOT RESOLVE BETWEEN THEMSELVES, SHALL BE REFERRED TO BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

IX. TERMINATION FOR CAUSE

IF THERE ARISES A DISPUTE BETWEEN THE PROPERTY OWNER AND CONTRACTOR, AND IF IN THE OPINION OF THE AGGRIEVED PARY THE OFFENDING PARTY HAS COMMITTED A MATERIAL BREACH OF THIS AGREEMENT, THE AGGRIEVED PARTY WILL SERVE WRITTEN NOTICE UPON THE OFFENDING PARTY, SETTING FORTH THE DETAILS OF SUCH ALLEGED BREACH. THE OFFENDING PARTY SHALL HAVE (30) DAYS TO CORRECT SAID BREACH. UPON FAILURE OF OFFENDING PARTY TO CORRECT SAID BREACH, THE AGGRIEVED PARTY WILL SERVE SIXTY (60) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE, DELIVERED TO THE OTHER PARTY BY ORDINARY MAIL, ADDRESSED TO THEIR NORMAL PLACE OF BUSINESS. UPON EXPIRATION OF THE TERM OF THIS AGREEMENT, THIS AGREEMENT WILL CONTINUE TO RENEW FOR AN ADDITIONAL 1YEAR PERIOD UNLESS TERMINATED OR AMENDED AS PROVIDED HEREIN.

05/26/16

- 1. Twice a year tractor services; flail mowing of weeds \$295.00 per occurrence
- 2. Twice a year pre-emergent control of planters & spraying of back field area \$395.00 per occurrence
- Field and Paved Area: This area includes the fenced in field and paved areas behind the C building and the planter area behind the cafeteria to the fence not including the construction class field
- Storage, paved & Parking Area: This area includes the areas around the storage building, the paved and parking areas behind the G and F buildings and the parking spaces within
- Parking Lot Area: This area includes the student and staff parking as shown on the site map and includes the parking islands as well as the paved area, but does not include the planter between the parking lot and highway 92 and Hesperian Blvd.
- Construction Class Area: This area includes the fenced in field surrounding the construction class building site

RESPECTFULLY SUBMITTED:

Karl Pacheco	
5/15/15	
DATE	
PACHECO BROTHERS GARDENING, INC.	
THE ABOVE PROPOSAL IS HEREBY ACCEPTED OWNER AGREES TO PAY THE AMOUNTS MENTO TERMS THEREOF:	D ACCORDING TO THE TERMS THEREOF & THE TIONED IN SAID PROPOSAL AND ACCORDING
OWNER / MANAGER SIGNATURE	DATE
REQUESTED START DATE:	
· ·	ASE SIGN BOTH COPIES AND RETURN TO RETURN THE SIGNED COPY TO YOU.

05/26/16



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 2016-2017 Fiscal Year

BACKGROUND

Eden Area Regional Occupational Program contracts its Payroll Processing Services with Alameda County Office of Education (ACOE). The contract includes processing of employee deductions, health and welfare and timesheets. STRS and CalPERS reporting is also included in the contract.

CURRENT SITUATION

The attached 2016-2017 contract with Alameda County Office of Education (ACOE) provides details of the payroll processing services for fiscal year 2016-2017.

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, 2016 and ends

June 30, 2017. 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.
- 12. In case of payroll related questions, ACOE will discuss the issue with the EAROP office personnel and not directly with the affected employee.
- 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. Establish payroll parameters; calendars, work year, pay schedules and other necessary information to produce an accurate payroll.
 - 3. Track the balances of all sick leaves, vacation leaves and any other leaves and will track, manage and report all items related to the Affordable Care Act.
 - 4. Set up annual rates for PERS, STRS, Workers' Compensation, State Unemployment Insurance, health & welfare premiums, and other payroll related employer and employee deductions.
 - 5. Review payroll set-up and add-ons.
 - 6. Reconcile and mail vendor warrants excluding health & welfare insurance premiums.
 - 7. Enroll qualified employees under PERS and STRS systems (my/CalPERS or REAP).
 - 8. Maintain payroll vendor file.
 - 9. Pay any Local Experience Charge (LEC) bills.
 - 10. EAROP is responsible for keeping original copies of payroll records. Only copies of such records will be sent to ACOE.
 - 11. EAROP shall ensure that sufficient funds are available in their County Treasurer's account to cover the full amount of payroll.

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 \$25,606. ACOE shall invoice EAROP quarterly in the amount of \$6,401.50.

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	EDEN AREA OCCUPATIONAL PROGRAM
M	
(Manager Signature)	(Name of Representative)
Lesent Blessino	
Printed Name and Title	Printed Name and Title
Date:	Date:
Jan Jons	
(Associate Superintendent Signature)	
Printed Name and Title ASSOC. SUPT.	
Data	



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Sheila Lawrence, Assistant Director of Offsite Programs
SUBJECT: Request the Governing Board to approve the MOU with

Associated Builders and Contractors (ABC) for the 2016-2017

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). LEA's may provide both the instructor and the classroom facilities or only serve as the fiscal agent.

CURRENT SITUATION

Associated Builders and Contractors of California (ABC) provides apprenticeship programs throughout the state in electrical, carpentry, plumbing, painting, and skilled labor. Our partnership with ABC 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 agreement 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.

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 for the Associated Builders and Contractors, Northern California Chapter (Apprenticeship Committee), from July 1, 2016 to June 30, 2017. 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 2016-2017 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 35,000 hours are loaned to the 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 35,000 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 to keep attendance using Eden Area ROP forms and returning them to Eden Area ROP at prearranged times.
- 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 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.

Apprenticeship Director	Date
Superintendent, Eden Area ROP	Date



TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Disposal of

Surplus Obsolete Items

BACKGROUND

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 attached list summarizes items that:

(1) Are obsolete or no longer suitable for school use (2) are to be disposed of for the purpose of replacement, or (3) are non-functional and are no longer needed for school purposes.

The Administration of the Eden Area ROP has concluded that it is necessary to dispose of the obsolete equipment and/or items.

CONSENT CALENDAR

		Eden Area ROP	OP			
		Fixed Assets - Obsolete Items	lete Items			
		Fiscal year 2015-2016	-2016			
Account Code	* aC	Doceriving	# loboM	# Corial	Punch Date	*Ca
010-0000-6350-6630-1000-760-10	6861	Revolving Door, Adolf Gasser	± 555	4 19190	Apr-99	73990583
010-4400-6350-6915-7200-700-10	10819	Printer (HP Computer Corp.)	1320tn	CNFD54N1FY	Mav-05	P05-00285
010-0000-6350-6920-1000-700-10	10680-81	Computer/Monitor HP Compaq	PC3200	USW4130340	Apr-04	P04-00273
010-0000-6350-6920-1000-700-10	10652-53	Computer/Monitor HP Compaq	PC3200	USW413033Y	Apr-04	P04-00273
010-0000-6350-6920-1000-700-10	10656-57	Computer/Monitor HP Compaq	PC3200	USW413033T	Apr-04	P04-00273
010-0000-6350-6920-1000-700-10	10662-63	Computer/Monitor HP Compaq	PC3200	USW4130345	Apr-04	P04-00273
010-4400-6350-0000-7400-700-30	11105	HP Color LAserJet CP3505n Printer	CP3505n	CNBC83L124	90-Inf	B08-00028
010-0000-6350-6911-1000-700-10	10985	NEC Projector, 3500 Lumens, XGA Resolution	NP1000	72B0265FK	Jun-07	P07-00335
010-0000-6350-6806-1000-760-10	10829	Infocus LCD Projector	LP840	1SAKLH54200007	Feb-06	P06-00150
010-0000-6350-6703-1000-760-10	11333	Printer PHASER 45000	45000 PS	PMT226611	Dec-13	
010-0000-6350-6703-1000-760-10	10817	Projector (NEC) Np310	VT575	5400184FX	May-05	P05-00303
010-0000-6350-6703-1000-760-10	6507	Balance, Wheel Snap On	WB260A	G31AT076	Feb-00	73000507
010-0000-6350-6703-1000-760-10	10077	Smart Board	280	SB580-49770	Apr-02	73020507
010-0000-6350-6703-1000-760-10	6522	Tire Changer	TC3250	102506274	00-unf	73000801
010-4400-6350-6915-7200-700-10	10820	Workstation (CBX Tech)	7879Ua	2UZ51902VC	1-May	P05-00288
010-0000-6350-0000-7700-700-20	11211	External Tape Drive	HP DAT		Aug-09	P09-00024
010-0000-6350-0000-7700-700-20		Firewall, Midrange Pix	520	18042085	Jan-01	73010292
010-0000-6350-0000-7700-700-20		Server HP Proliant	HP DL320	EAO5KVJZ3C		
010-0000-6350-0000-7700-700-20		Cisco Switch	Catalyst 5505	66546084		
010-0000-6350-0000-7700-700-20		HP Switch 2626	Procurve J49008	CN67GSE3D6		
010-0000-6350-0000-7700-700-20		Cisco Router 2600		SHN032102YH		
010-0000-6350-0000-7700-700-20		Cisco Router 2600		SHN032102YH		
010-0000-6350-6101-1000-760-10	11026	Mac Pro Two 2.66Ghz, dual-core Intel Xeon CPU	Z0D8	G87261W1UP2	Jun-07	7-00339 &003
010-0000-6350-6101-1000-760-10	11029	Mac Pro Two 2.66Ghz, dual-core Intel Xeon CPU	Z0D8	G872601GPUPZ	Jun-07	7-00339 & 003
010-4400-6350-6503-1000-760-10	11177	Apple iMac Computer	W37384511	QP8211HKZE5	30-Inf	P08-00400
010-0000-6350-6101-1000-760-10	10986	Intel Core 2 Duo Computer System	Generic case	SYS-INT-E6600-02	Jun-07	P07-00332 & 00344
010-0000-6350-6803-1000-016-10	10812	Dell Digital Camcorder	Elura 85	392032060953	05/05	P05-00261
010-0000-6350-6803-1000-016-10	10816	Laptop Computer (HP Computer Corp.)	NX6610	CNU51723MN	05/05	P05-00278
010-0000-6350-6704-1000-760-10	n/a	Air Compressor, Ingersoll Rand	T30		Jan-01	73010427
010-4400-6350-6911-1000-700-10	11168	30 Laptop Storage Cart			90-Inf	P08-00359
010-4400-6350-6911-1000-700-10	11137	30 Laptop Storage Cart			30-Inf	P08-00358
010-4400-6350-6911-1000-700-10	11165	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-217	90-Inf	P08-00359
010-4400-6350-6911-1000-700-10	11162	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-216	90-Inf	P08-00359
010-4400-6350-6911-1000-700-10	11158	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-210	30-Inf	P08-00359

Vostro 1000 70045-566-882-202 Jul-08 Vostro 1000 80045-148-845-319 Jul-08 Vostro 1000 70045-566-882-222 Jul-08 Vostro 1000 70045-566-882-223 Jul-08 Vostro 1000 70045-566-882-233 Jul-08 Vostro 1000 70045-566-882-235 Jul-08 Vostro 1000 70045-566-882-235 Jul-08 Vostro 1000 80045-148-843-305 Jul-08 Vostro 1000 80045-148-843-305 Jul-08 Vostro 1000 70045-566-882-203 Jul-08 Vostro 1000 80045-148-843-305 Jul-08 Vostro 1000 70045-566-882-203 Jul-08 Vostro 1000 80045-148-843-305 Jul-08 Vostro 1000 80045-148-843-313 Jul-08	010-4400-6350-6911-1000-700-10	11155	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	80045-148-845-303	80-Inf	P08-00359
11112 Deli Lappog 30 Vestro 1000 And Nathonis GaZ Vestro 1000 70045 566 882 23.23 Jul-08 111151 Deli Lappog 30 Vestro 1000 And Nathonis GaZ Vestro 1000 70045 566 882 23.23 Jul-08 111151 Deli Lappog 30 Vestro 1000 And Nathonis GaZ Vestro 1000 70045 566 882 23.34 Jul-08 111151 Deli Lappog 30 Vestro 1000 And Nathonis GaZ Vestro 1000 70045 566 882 23.35 Jul-08 111153 Deli Lappog 30 Vestro 1000 And Nathonis GaZ Vestro 1000 70045 568 882 230 Jul-08 11113 Deli Lappog 30 Vestro 1000 And Nathonis GaZ Vestro 1000 70045 568 882 230 Jul-08 11113 Deli Lappog 30 Vestro 1000 And Nathonis GaZ Vestro 1000 70045 568 882 230 Jul-08 11113 Deli Lappog 30 Vestro 1000 And Nathonis GaZ Vestro 1000 70045 568 882 236 Jul-08 11112 Deli Lappog 30 Vestro 1000 And Nathonis GaZ Vestro 1000 70045 568 882 236 Jul-08 11112 Deli Lappog 30 Vestro 1000 And Nathonis GaZ Vestro 1000 70045 568 882 236 Jul-08 11112 Deli Lappog 30 Vestro 1000 And Nathonis GaZ Vestro 1000	010-4400-6350-6911-1000-700-10	11145	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-200	90-Inf	P08-00359
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11133 Dell Laptop 30 Vostro 1000 And D Athlon 64A2 Vostro 1000 70045-566-882-305 Jul-08 11133 Dell Laptop 30 Vostro 1000 And D Athlon 64A2 Vostro 1000 70045-566-882-309 Jul-08 11131 Dell Laptop 30 Vostro 1000 And D Athlon 64A2 Vostro 1000 70045-566-882-209 Jul-08 11130 Dell Laptop 30 Vostro 1000 And D Athlon 64A2 Vostro 1000 70045-566-882-208 Jul-08 11120 Dell Laptop 30 Vostro 1000 And D Athlon 64A2 Vostro 1000 70045-566-882-308 Jul-08 11120 Dell Laptop 30 Vostro 1000 And D Athlon 64A2 Vostro 1000 70045-566-882-308 Jul-08 11120 Dell Laptop 30 Vostro 1000 And D Athlon 64A2 Vostro 1000 70045-566-882-305 Jul-08 11112 Dell Laptop 30 Vostro 1000 And D Athlon 64A2 Vostro 1000 70045-566-882-305 Jul-08 11112 Dell Laptop 30 Vostro 1000 And D Athlon 64A2 Vostro 1000 70045-566-882-305 Jul-08 11112 Dell Laptop 30 Vostro 1000 And D Athlon 64A2 Vostro 1000 70045-566-882-305 Jul-08 11111 Dell Laptop 30 Vostro 1000 And D Athlon 64A2 Vostro 1000	010-4400-6350-6911-1000-700-10	11135	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-223	90-Inf	P08-00358
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11130 Deli Laptop 30 Vostro 1000 AMD Althlon 6ka2 Vostro 1000 70045-566-882-208 Jul-08 11123 Deli Laptop 30 Vostro 1000 AMD Althlon 6ka2 Vostro 1000 70045-566-882-208 Jul-08 11123 Deli Laptop 30 Vostro 1000 AMD Althlon 6ka2 Vostro 1000 70045-566-882-368 Jul-08 11124 Deli Laptop 30 Vostro 1000 AMD Althlon 6ka2 Vostro 1000 70045-566-882-302 Jul-08 11125 Deli Laptop 30 Vostro 1000 AMD Althlon 6ka2 Vostro 1000 70045-566-882-302 Jul-08 11120 Deli Laptop 30 Vostro 1000 AMD Althlon 6ka2 Vostro 1000 80045-148-845-339 Jul-08 11112 Deli Laptop 30 Vostro 1000 AMD Althlon 6ka2 Vostro 1000 80045-148-845-339 Jul-08 11112 Deli Laptop 30 Vostro 1000 AMD Althlon 6ka2 Vostro 1000 80045-148-845-339 Jul-08 11111 Deli Laptop 30 Vostro 1000 AMD Althlon 6ka2 Vostro 1000 80045-148-845-339 Jul-08 11111 Deli Laptop 30 Vostro 1000 AMD Althlon 6ka2 Vostro 1000 70045-566-882-234 Jul-08 11111 Deli Laptop 30 Vostro 1000 AMD Althlon 6ka2 Vostro 1000	010-4400-6350-6911-1000-700-10	11131	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-207	90-Inf	P08-00358
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11123 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-309 Jul-08 11123 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-309 Jul-08 11120 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-304 Jul-08 11112 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-313 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-313 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-313 Jul-08 11113 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-313 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-199 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-199 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-212 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000	010-4400-6350-6911-1000-700-10	11126	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-202	90-Inf	P08-00358
11123 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 R0045-148 845-309 Jul-08 11122 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-206 Jul-08 11120 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-313 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-313 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-313 Jul-08 11115 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-313 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-199 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-139 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-135 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-316 Jul-08 11147 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000	010-4400-6350-6911-1000-700-10	11125	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	80045-148-845-333	Jul-08	P08-00358
11122 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-206 Jul-08 11120 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-313 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-324 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-327 Jul-08 11115 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-327 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-318 Jul-08 11113 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-139 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-235 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-235 Jul-08 11113 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-235 Jul-08 11147 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000	010-4400-6350-6911-1000-700-10	11123	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	80045-148-845-309	Jul-08	P08-00358
111120 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-313 Jul-08 11119 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-324 Jul-08 11117 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-324 Jul-08 11116 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-318 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-199 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-220 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-221 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-21 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-21 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-23 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70	010-4400-6350-6911-1000-700-10	11122	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-206	90-Inf	P08-00358
1111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-313 Jul-08 1111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-324 Jul-08 1111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-327 Jul-08 1111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-318 Jul-08 1111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-199 Jul-08 1111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-129 Jul-08 1111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-135 Jul-08 1111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-135 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-136 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-336 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-367 Jul-08 11114 Dell Laptop 30 Vostro 10000 AMD Althlon 64x2 Vostro 1000 70045-56-882-363	010-4400-6350-6911-1000-700-10	11120	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	80045-148-845-304	90-Inf	P08-00358
1111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-324 Jul-08 11116 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-338 Jul-08 11115 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-199 Jul-08 11113 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-225 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-225 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-225 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-225 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-213 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11114 Dell Laptop 30 Vostro 10000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367	010-4400-6350-6911-1000-700-10	11119	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	80045-148-845-313	90-Inf	P08-00358
11115 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 R0045-148-845-318 Jul-08 11115 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-199 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-220 Jul-08 11112 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-220 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-214 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-214 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-214 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-316 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000	010-4400-6350-6911-1000-700-10	11117	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	80045-148-845-324	90-Inf	P08-00358
11115 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 R0045-566-882-139 Jul-08 11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-220 Jul-08 11113 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-225 Jul-08 11111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-215 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-214 Jul-08 11107 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-212 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11147 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11141 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11141 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000	010-4400-6350-6911-1000-700-10	11116	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	80045-148-845-327	90-Inf	P08-00358
11114 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-199 Jul-08 11113 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-225 Jul-08 11112 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-215 Jul-08 11113 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-214 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-212 Jul-08 11150 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-302 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-367 Jul-08 11141 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-367 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-367 Jul-08 11141 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-882-363 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-56-	010-4400-6350-6911-1000-700-10	11115	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	80045-148-845-318	Jul-08	P08-00358
11112 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-225 Jul-08 11112 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-215 Jul-08 11113 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-215 Jul-08 11107 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-212 Jul-08 11150 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-302 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-203 Jul-08 11147 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-203 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-203 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-203 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000	010-4400-6350-6911-1000-700-10	11114	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-199	90-Inf	P08-00358
11112 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-215 Jul-08 1111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-214 Jul-08 11108 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-214 Jul-08 11107 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-302 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-316 Jul-08 11147 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-203 Jul-08 11143 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 7	010-4400-6350-6911-1000-700-10	11113	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-220	90-Inf	P08-00358
1111 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-214 Jul-08 11108 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-212 Jul-08 11150 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-302 Jul-08 11150 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-316 Jul-08 11147 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11143 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11117 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 7	010-4400-6350-6911-1000-700-10	11112	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-225	90-Inf	P08-00358
11108 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-214 Jul-08 11107 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-302 Jul-08 11150 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-302 Jul-08 11147 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11147 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-361 Jul-08 11141 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-361 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-361 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08	010-4400-6350-6911-1000-700-10	11111	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-215	90-Inf	P08-00358
11107 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-212 Jul-08 11150 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 80045-148-845-302 Jul-08 11149 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11147 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11141 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-361 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-361 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08	010-4400-6350-6911-1000-700-10	11108	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-214	90-Inf	P08-00358
11150 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 R0045-148-845-302 Jul-08 11149 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 R0045-148-845-316 Jul-08 11147 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11141 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-361 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-221 Jul-08	010-4400-6350-6911-1000-700-10	11107	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-212	90-Inf	P08-00358
11149 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 R0045-148-845-316 Jul-08 11147 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11143 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-221 Jul-08 11167 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08	010-4400-6350-6911-1000-700-10	11150	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	80045-148-845-302	90-Inf	P08-00359
11147 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-367 Jul-08 11143 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-361 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-361 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11167 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-365 Jul-08	010-4400-6350-6911-1000-700-10	11149	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	80045-148-845-316	Jul-08	P08-00359
11143 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-263 Jul-08 11141 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-361 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-221 Jul-08 11167 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-365 Jul-08	010-4400-6350-6911-1000-700-10	11147	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-367	90-Inf	P08-00359
11141 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-361 Jul-08 11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-363 Jul-08 11110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-221 Jul-08 11167 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-365 Jul-08	010-4400-6350-6911-1000-700-10	11143	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-203	90-Inf	P08-00359
11140 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 Vostro 1000 Vostro 1000 Jul-08 Jul-08 11117 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-221 Jul-08 11167 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-365 Jul-08	010-4400-6350-6911-1000-700-10	11141	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-361	Jul-08	P08-00359
1110 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 Vostro 1000 70045-566-882-221 Jul-08 11167 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-365 Jul-08	010-4400-6350-6911-1000-700-10	11140	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-363	90-Inf	P08-00359
11167 Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000 70045-566-882-365 Jul-08	010-4400-6350-6911-1000-700-10	11110	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-221	90-Inf	P08-00358
	010-4400-6350-6911-1000-700-10	11167	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2	Vostro 1000	70045-566-882-365	Jul-08	P08-00359

Dell Laptop 3	Dell Laptop 30 Vostro 1000 AMD Althlon 64x2 Vostro 1000	70045-566-882-228	Jul-08	P08-00359
Convection	Convection Oven (Wolf Range) WKGD-2	P/N427837-1	Jun-05	P05-00337
NE	NEC Projector NP-M271X	3100870FA	Dec-13	P13-00108
Dell L	Dell Laptop CPU (MTE)	5KZSZ91	Мау-06	P06-00293
De	Dell Projector (MTE)	CN-0WF136-72571-64P-751	May-06	P06-00293
HP Microto	HP Microtower Pentium DC5100M PZ583UA#ABA	A MXL61902L3	90/90	P06-00272
HP Microtov	HP Microtower Pentium DC5100M PZ583UA#ABA	A MXL61905ZH	90/90	P06-00272
HP Microtov	HP Microtower Pentium DC5100M PZ583UA#ABA	A MXL61902L2	90/90	P06-00272
Comput	Computer Laptop (Dell)	CDVQ9666J3T282GM3FTKYRYP88	May-04	P04-00335
C	Canon Copier 7130	NP7130F	Jun-01	73010773
Cutting	Cutting Torch, Victor Track	CM0014117	Jan-01	73010422
Workstatio	Workstations/Partitions, Sec Area		00/90	73000829
Video Proje	Video Projector, Dukane Image Pro	LUXLA0101067	12/00	73010397
4250 T	4250 TN LaserJet Printer	CNRXL79959	07/08	B08-00002
Smart B	Smart Board (Board Room) 580	SB580-51445	04/03	73020569
Money	Money Counter, Tellermate	k16-01-13	02/00	73000721
Printer, I	Printer. HP Laseriet 4100TN	SUSBDB03633	05/01	73010699



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Stefanie Bradshaw, Assistant Director of Adult Programs

SUBJECT: Request the Governing Board to approve the Revision of the

Eden Area ROP Adult Class Fee Schedule

BACKGROUND

The Eden Area ROP periodically reviews costs associated with Adult Center classes.

Providing adults the opportunity to enroll in classes enables us to maximize the use of the facility and provide services to adults at a time that typically is desirable for their schedule.

CURRENT SITUATION

The next page shows recommended adult evening fee increases. These increases are needed to keep up with the increased cost of running adult programs.

CONSENT CALENDAR



Adult Programs Fee Schedule

Effective July 1, 2016

Registration Fee: \$70.00 per class (NON-REFUNDABLE) *Dental Assisting and Registered Dental Assisting are daytime programs

Program	Course Fee	Duration of class	Estimated	Estimated Addition	onal Costs/
Trogram	Course rec		Book Cost	Other Expe	nses
Dental Assisting (DA)	\$2,070	12 months	\$140	Uniform / Scrubs Shoes, Lab Coat Physical CPR & TB Test, Hepatitis Vaccine (Optional) Own transportation to community sites	\$100 \$75 \$75 \$150
Registered Dental Assisting (RDA) (Prerequisite: DA Program)	\$2,000	6 months	\$80	No additional cost for RDA, the additional cost are covered in the DA program. Own transportation to community sites	
Clinical Medical Assisting (CMA)	\$2,070	7 months	\$200 Textbook \$100 Workbook (separate cost)	Uniform- Scrubs/Shoes TB Test Hepatitis Vaccine (Optional) Other Immunizations as required	\$100 \$60 \$150
Introduction to Electrical	\$1,070	13 weeks	Online Curriculum – (partnership with CCTC- covered in class fee- \$75)	OSHA 10 Certification	\$50
Welding Technology	\$1,270	13 weeks	No Textbook	Helmet Gloves Safety Glasses Boots	\$30 \$15 \$10 \$50

REFUND POLICY:

- 50% of the Lab Fee is due at Orientation/Registration.
- The \$70 Registration Fee is Non-Refundable.
- The Lab Fee will be refunded in full prior to the start of the class.
- 50% of the Lab Fee will be refunded up to one week/month prior to the midpoint for each class:
 - o 13 Week Classes = 50% of fees refunded by 5th week of class
 - o 7 Month Classes = 50% of fees refunded by 3rd month of class
 - o 12 Month Classes = 50% of fees refunded by 5th month of class

NO REFUNDS AFTER THE SPECIFIED DATES COSTS SUBJECT TO CHANGE

Information Items





TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: The Superintendent's Evaluation Timeline

BACKGROUND

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

CURRENT SITUATION

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

RECOMMENDATION

Information only



EdenAreaROP Superintendent's Evaluation Action/Timeline 2016-2017

2016 Aug

The Superintendent will present draft of 2016-2017 goals to the Governing Board in closed session.

2016 Sept

The Superintendent will present to the Governing Board finalized goals for the 2016-2017 school year.

2016 Nov 15 Reminder to the Governing Board of notification for extension of the **Superintendent's** contract by January 15, 2017.

2017 Apr 15

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

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

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

Board.

The Governing Board discusses the evaluation and prepares for presentation to the Superintendent. **2017** Jun

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

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

Action Items





TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Adopted

Budget for the 2016-2017 Fiscal Year

BACKGROUND

California State law requires that each public school agency prepare an annual operating budget and approve such by June 30th of each year. "The District Board of Education shall certify in writing whether or not the District is able to meet its financial obligations for the 2016-2017 fiscal year and, based on current forecasts, for two subsequent fiscal years. The certifications are classified as positive, qualified, or negative, pursuant to standards and criteria adopted by the State Board of Education (Education Code 33127).

CURRENT SITUATION

The proposed 2016-2017 Adopted Budget is submitted to the Eden Area ROP Governing Board for their review, comment and approval. A complete budget packet with supplemental backup data will be provided under separate cover to the Board. Copies are available to the public upon request.

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

The Governing Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years in certifying the 2016-2017 for Adopted Budget as positive. The Adopted Budget confirms Eden Area ROP's ability to meet all financial obligations for the current fiscal year and two subsequent fiscal years. Finally, Eden Area ROP continues to meet and exceed AB 1200 requirements.

RECOMMENDATION

It is recommended that the Governing Board approve the Adopted Budget for the 2016-2017 fiscal year.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the 2016-2017

School Calendar

BACKGROUND

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

CURRENT SITUATION

Currently three of the four school districts have adopted school calendars. The attached Eden Area ROP calendar is being presented that best coincides with the three district calendars.

RECOMMENDATION

It is recommended that the Governing Board the 2016-2017 school calendar.



DRAFT 2016-2017 STUDENT CALENDAR

26316 Hesperian Blvd, Hayward, CA • 510.293.2900 • www.edenrop.org

	,	JULY	′			
M	T W TH F					
				1		
●4	5	6	7	8		
11	12	13	14	15		
18	19	20	21	22		
25	26	27	28	29		
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AUGUST				
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29	30	31		
·			•	11

SEPTEMBER				
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26	27	28	29	30
				21

OCTOBER				
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				21

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28	29	30				

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30	31			
				16

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	FEBRUARY					
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● 20	21	22	23	24		
27	28					
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	MARCH					
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20	21	22	23	24		
27	28	29	30	•31		
				22		

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MAY				
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▲ 5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	
				2	

FIRST AND LAST DAYS OF CLASS

August 17, 2016 First day of school
January 13, 2017 End of 1st Semester
June 2, 2017 Last Day of School

BREAKS**

November 21, 22, 23, 24, 25, 2016 Thanksgiving

Students, teachers, 10 month &11 month staff only

December 23, 26-30, 2016-January 6, 2017 Winter

Students & teachers only

April 17-21, 2017 Spring

HOLIDAYS

July 4, 2016 4th of July September 5, 2016 Labor Day November 11, 2016 Veterans Day

November 24-25, 2016 Thanksgiving & Day After
December 26-27, 2016 Christmas Eve & Day
January 2, 2017 New Years Day
January 16, 2017 Martin Luther King Jr.
February 13, 2017 Lincoln's Birthday
February 20, 2017 President's Day

March 31, 2017 Cesar Chavez

Students, teachers, 10 month &11 month staff only
May 29, 2017 Memorial Day

** Breaks are in Bold

NUMBER OF INSTRUCTIONAL DAYS***

180 Days of instruction

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

STAFF DEVELOPMENT DAY

August 15, 2016

•

7 tagast 10, 2010

TEACHER WORK DAYS

August 16, 2016

June 5, 2017 Teachers only; **no** 10 month classified staff

DISTRICT START DATES

August 22, 2016 Castro Valley USD
TBD Hayward USD
August 17, 2016 San Leandro USD
August 29, 2016 San Lorenzo USD

DISTRICT LAST DAY OF CLASS

June 8, 2017 Castro Valley USD
TBD Hayward USD
June 8, 2017 San Leandro USD
June 16, 2017 San Lorenzo USD

Governing Board Approval

Pending



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Calendar of

Governing Board Meetings for the 2016-2017 School

Year

BACKGROUND

The Eden Area ROP annually presents the Governing Board with the Governing Board Meeting Calendar for the 2016-2017 school year. Meetings are held on the first Thursday of every month at 5:30 pm, with the exception of January and July where no meeting is held.

CURRENT INFORMATION

The Superintendent is requesting that the Governing Board review the calendar dates through June 2017 and make any necessary changes to accommodate the annual schedule.

CSBA will be holding their Annual Education Conference December 1-December 3, 2016. This will conflict with our December meeting and the ROP is requesting that the December meeting be held on the 2nd Thursday of December.

RECOMMENDATION

It is recommended that the Governing Board approve the Calendar of Governing Board Meetings for the 2016-2017 school year.



GOVERNING BOARD MEETING DATES 2016-2017

Eden Area ROP Governing Board meets the first Thursday of every month.* and meetings begin promptly at 5:30 p.m. in the Eden Area ROP Boardroom in Building A. The following dates have been scheduled for 2016-2017:

July 2016-No meeting scheduled
August 4, 2016
September 1, 2016
October 6, 2016
November 3, 2016
December 8, 2016
January 2017-No meeting scheduled
February 2, 2017
March 2, 2017
April 6, 2017
May 4, 2017
June 1, 2017

GOVERNING BOARD TERMS 2016-2017 SCHOOL YEAR

Each Governing Board office is a two (2) year term and commences on January 1. Castro Valley and San Leandro Unified School Districts hold elections on the alternate years from Hayward and San Lorenzo Unified School Districts.

Board Member	Board Title	District	Term	New Term Commences
Gary Howard	President	Castro Valley	01/15-12/16	1/2017
Vince Rosato	Member	San Leandro	01/15-12/16	1/2017
Lisa Brunner	Vice-President	Hayward	01/16-12/17	1/2018
Janet Zamudio	Member	San Lorenzo	01/16-12/17	1/2018

^{*}With the exception of the months of January and July where no meeting is held.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Sheila Lawrence, Assistant Director of Offsite Programs

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

Community Learning Center

BACKGROUND

Last year the Alameda Community Learning Charter (ACLC) requested a partnership with us to provide services to their students as a pilot. Since then, they changed their name to Nea Community Learning Center (NCLC). Nea is a West African Adinkra symbol for knowledge that says: "One who does not know can know from learning."

Although enrollment was not as high as expected, NCLC has asked us again this year to provide their students with career technical education opportunities that are not possible on their campus given its size.

CURRENT SITUATION

During the piloting of this program last year, 2 attended of the 13 that were expected. This year they have asked to increase this number to 18 fully anticipating that all will attend. NCLC 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 will be an annual program that will be reevaluated for effectiveness and space availability.

Fiscal Impact

No additional cost to the ROP, as NCLC 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 Nea Community Learning Center.



P: 510-293-2900 F: 510-293-8225

MEMORANDUM OF UNDERSTANDING

The Eden Area Regional Occupation Program (EAROP) and The Nea Community Learning Center (NCLC), a public charter school in Alameda County, agree to the following terms for a CTE program:

I. TERMS OF MEMORANDUM OF UNDERSTANDING (MOU):

This agreement shall commence on July 1, 2016 and shall extend through June 30, 2017.

II. CONTRACT AMOUNT:

The Nea Community Learning Center (NCLC) will pay the Eden Area Regional Occupational Program \$2,933 per student up to 18 students who enroll in the programs offered at the EAROP center during the 2016-2017 school year.

III. PURPOSE:

This program will provide up to 18 students enrolled in Nea Community Learning Center the opportunity to take Career Technical Education (CTE) classes at the Eden Area ROP center.

IV. ROLE AND RESPONSIBILITES OF EDEN AREA ROP:

- Provide up to 18 classroom spaces in programs offered at the EAROP center for students in grades 11 and 12 of (NCLC)
- Invoice (NCLC) for services two times during the school year, (1) October 1, 2016 and (2) May 1, 2017.
- Maintain accurate student attendance and grading information for each student.
- Provide (NCLC) with grades and attendance in accordance with the EAROP calendar.
- Provide one main point of contact as a liaison with (NCLC)
- Provide a bus during Sophomore Tours.

V. ROLES AND RESPONSIBILITIES OF NEA COMMUNITY LEARNING CENTER:

 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.
- Remit payment for services within 30 days of receipt of invoice

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.

The Eden Area ROP shall indemnify, defend and hold harmless the Nea Community Learning Center 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 Nea Community Learning Center and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

The Nea Community Learning Center 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.

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	TITLE
Eden Area ROP	Community Learning Center Schools d/b/a Nea Community Learning Center



DATE: June 2, 2016

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Contract with EPC

IT Solutions for Installation of the Fiber Optic Upgrade

BACKGROUND

Our current fiber optic cabling is outdated and can no longer handle the demands that we need to meet the technological needs of our programs and operations. While we have made progress in updating our current network, in order to remain current with the uses of technology, we have updated our technology plan. Within this plan, we have identified the need to increase our fiber optic bandwidth. Without this upgrade we will be faced with significant challenges in implementing our technology plan which includes transitioning to VIOP, adding more nodes (computers, network printers, etc) and meeting the demand of more intensive software applications.

CURRENT SITUATION

In order to prepare for the inevitable growing technological demands that will be placed upon our network in the form of increased computer based learning, the integration of new educational resources, the implementation of a VOIP phone system, and eventually a unified communications platform, we must lay the foundation by increasing our network backbone to 10gigabit. This will be accomplished by installing single mode fiber optic cabling and updating our network switches to 10gigabit. These proactive upgrades will create a scalable network platform that will allow us to increase computer based learning programs and harness the educational technologies of today and tomorrow.

RECOMMENDATION

It is recommended that the Governing Board approve the contract with EPC IT Solutions for the installation of the fiber optic upgrade.



1324 El Camino Real • Belmont, CA 94002 • 650-592-4372

Fiber Optic Upgrade Response to Request for Proposal May 9, 2016

Prepared for:

Eden Area Regional Occupational Program



Prepared By:

Carroll Quam / CQ@epcits.com 510-316-8029 &

Steve Guerrero / Guerrero@epcits.com 650-592-4372

Statement of Work

Project Overview

EPC will stage, configure, and integrate a new HP 10G Network while keeping the existing legacy networking equipment in place. Installation also includes a new Single Mode Fiber Installation. The new network will allow The Eden Area Regional Occupational Program the ability to enhance the user experience by increasing the speed and efficiency of the network, allowing for future wireless upgrades to provide higher bandwidth to students, faculty, and other wireless network users.

Project Timeline

EPC's professional services team will complete this project in 6 weeks and will include (3) phases, starting June 3, 2016 and concluding on or before July 30, 2016. The time line and phases include;

June 3: Kick off meeting - Order Equipment

July 1 – July 20: Staging and Fiber Installation

July20 – July 25 Equipment Installation: Rack and Stack & Clean up

Personnel Roles and Responsibilities

Project Manager Mike Demaree Demaree@epcits.com
Network Engineer Chris Marland CCNP Marland@epcits.com
Cable Project Manager Dave Gupton dgupton@e3systems.com

Account Executive Carroll Quam Cq@epcits.com

Escalation Path: Mike Demaree, Dave Gupton, Carroll Quam Project Communication

- Designate a central point of contact with mobile phone and email access for all project-related phases.
- Create and update an ongoing project plan with appropriate timelines and milestones. Progress will be monitored and any updates will be sent to the designated project team. The project plan and associated management will closely monitor project related issues to ensure timely execution, budget control and resource coordination through the project.
- Take minutes of meetings and communicate within 24 hours of meeting.
- Assign action/follow up items per meeting.
- Provide regular weekly status updates of project.

Assumptions and Limitations:

 This Statement of Work and the rates/price are based on the following key assumptions ("Assumptions"). Parties agree that any changes in the Assumptions may result in an adjustment in the rates/price.

- The terms and conditions of the SOW and the Agreement prevail regardless
 of any conflicting terms on the Purchase Order, other correspondence and
 any and all verbal communications. All Purchase Orders shall be approved
 and accepted by the EPC ITS Account Executive.
- The Customer's systems architecture design shall not change between the date of the Customer's execution of this SOW and the completion of all Services contemplated within.
- The Customer is responsible for any facility issues that may arise (i.e. bad or incorrect cabling, not meeting cable plant, environmental or power specifications, lack of rack space, etc.) and will correct any issues as quickly as possible. The Customer may contract with EPC ITS for resolution of these issues.
- Unless purchased through EPC ITS, the Customer is responsible for ordering and verifying availability of any WAN connections.
- Customer will schedule and inform users of any required systems outage.
- EPC ITS requires a minimum lead-time of ten (10) business days from Customer's execution of the SOW to begin work. EPC ITS will make commercially reasonable efforts to meet the requested installation date.

ePC IT Solutions Page **3** of **16** May **9, 2016**

Network Upgrade Configuration Requirements

Access Layer

- 1. Authenticate using Windows RADIUS + Local
- 2. Use Management VLAN
- 3. Use SSH only
- 4. Disable HTTP/S
- 5. Disable Telnet
- 6. Enable Auto Smartports
 - a. Define sensors based on MAC Address, Device Type, etc.
- 7. Security Features
 - a. Enable BPDUGuard
 - b. Enable DHCP Snooping
 - c. Enable MAC Spoofing prevention
 - d. Dynamic Apr inspection
- 8. Enable QoS
 - a. Put in strict priority
- 9. Enable CoS
 - a. Business Priority (CAASPP Testing, Google Apps, QSS/QCC)
 - b. Network Control
 - c. Streaming Audio/Video
 - d. Default all others

VLAN Configuration

- 1. Setup VLANS based on function.
 - a. Staff Wireless
 - b. Student Wireless
 - c. Administration

References for Similar Work

1. Campbell Elementary School District

Trevor Walker, IT Manager / (408) 817-0733

Twalker @campbellusd.org

Implementation of Data Center, Video, and Network support, Cable Installation

2. Oakgrove School District

Najeeb Qasimi, IT Manager / (408) 707-6388

Network Upgrade, Support, Engineering Resources, Cable Installation

Regarding: Fiber install @ Eden Area "ROP" @ 26316 Hesperian Blvd. Hayward CA.94545

Phase 1

12 strand Single mode fiber install Base Bid.

- 1. Will provide the material and labor to install a quantity of approximately 4500 feet of Single mode 12 strand fiber.
 - Each 12 strand single mode fiber will home run back to the MDF located in the Admin office located in Bldg. A-1.
 - Existing IDF's to receive a quantity of (1) new 12 strand Single mode fiber as follows.
 - Room's B-1, B-2, C-2, C-8, G-2, G-4, H-1, F-3.
 - Each new fiber run will receive new fiber enclosure's and coupler panels free of defects with unused fiber bay's blanked off.
- 2. New add on IDF to receive a quantity of (1) new 12 strand fiber with the unused bay blanked off as follows.
 - Room C-10
 - The new IDF will receive new fiber enclosure and coupler panels free of defects.
 - Will provide and install a quantity of (1) 24" wall mounted cabinet with fire rated plywood at customer specific location to house the new fiber install.
- 3. This quote has a quantity of (1) new cabinet install for a new IDF location for room C-10,
 - In the event that any other IDF needs a wall mounted cabinet replacement the pricing as follows per replacement. Each cabinet install includes fire rated plywood and transfer of existing drops and equipment to new cabinet.

ePC IT Solutions Page **5** of **16** May **9, 2016**

Additional price Per cabinet replacement. (OPTIONAL)

Cabinet Size	Material	Tax	Labor	Total Cost
24" Cabinet	\$1,295.00	\$129.50	\$1,270.75	\$2,695.25
36" Cabinet	\$1,375.00	\$137.50	\$1,270.75	\$2,783.25
48" Cabinet	\$1,465.00	\$146.50	\$1,270.75	\$2,882.25

4. Cabling for computer lab room # C-2.

- Will provide and install a quantity of (30) category 6 cables.
- Will be terminated in the existing data cabinet using a modular type patch panel.
- Will demo and remove the old existing category 5e cabling.

Price break down for (OPTIONAL) computer lab cabling.

Material	Tax	Labor	Total Cost
\$1,075.00	\$107.50	\$6075.00	\$7,257.50

Base bid price break down for SMF back bone.

Material	Tax	Labor	Total Cost
\$12,835.00	\$1,283.50	\$22,465.00	\$36,583.50

- > This is an addition to the existing fiber, no existing fiber will be demo'ed.
- This quote is based on free and clear pathways.
- Will test/certify all newly installed fiber/copper cabling.
- Will label both ends of newly installed fiber/copper to customer's specifications.
- Racking and stacking of new switches/UPS is not included in this quote.
- All fiber will be terminated using LC type Unicam connectors

PHASE II

Planning and Preparation Engagement

EPC will meet with the Client to gather all information including, but not limited to:

- · Project Outline and Time Frame
- Project participants for both EPC and the Client
- Systems identification including hardware, software, networking, security, and custom devices/software created by the client. This is to ensure that EPC has all pieces necessary to move forward in a timely manner. This also includes the necessary security access to the internal network for installation and configuration.

Staging \$7,000

- a) Un-box switches, power-on, connect stack cables
- b) Upgrade Firmware
- c) Configure new switches and trunks to Core Switch
- d) Testing
- e) Documentation & Labeling

			Level I Tech	nician
1) Staging	Time in Min	QTY	People	Total Hours
a) Un-box switches and power on, connect Stack Switches	30	10	1	5
b) Upgrade Firmware	45	10	1	7.5
c) Configure new switches and trunks to Core Switch	20	10	1	3.35
d) Testing	20	10	1	3.35
e) Documentation & Labeling	10	10	1	1.5
f) Project Management				8.0
Total hours for staging				20.5

Leve	l III Engineer	Total Phase
People	Total Hours	
1	4	
1	4	
1	4	
	16	36.5

Phase III \$2065

Rack & Stack

- a) Pre-Labeling of cables
- b) Un-rack old equips & rack new equipment

			Level I Tech	nnician
1) Rack and Stack (Replacing Old Equipment)	Time in Min	QTY	People	Total Hours
a) Move Equipment per rollout Schedule	45	10	1	7.5
b) Pre-Labeling of Cables and Switches	20	10	1	3.35
c) Rack New equipment	45	10	1	7,5
d) Un-Rack Old Equipment	45	10	1	7.5
e) Project Management				
Total hours for staging				23.85

		Total Phase
Leve	l III Engineer	
	Total	
People	Hours	

Qty	Product ID	Product Disc.	Price	Extended
7	J9836A	HP 2920-48G-POE+ 740W Switch	2,588.00	\$18,116
3	J9727A	HP 2920-24G-POE+ Switch	1,242.00	\$3,726
9	J9731A	HP 2920 2-port 10GbE SFP+ Module	565.00	\$5,085
20	J9150A	HP X132 10G SFP+ LC SR Transceiver	588.00	\$11,760
2	JL075A	Aruba 3810M 16SFP+ 2-slot Swch	7,570.00	\$15,140
2	JL084A	Aruba 3810M 4-port Stacking Module	721.00	\$1,442
2	J9578A	HP 3800 0.5m Stacking Cable	164.00	\$328
2	JL085A	Aruba X371 12VDC 250W PS	288.00	\$576
			Total:	\$56,173
			Tax: 10%	\$5,617
			Shipping	\$350
			Total	\$62,140

All switches come with a lifetime warranty

The Following is a 1 year Support that includes 24/365 support and is optional.

Item #	Description	Qty	MSRP	Total
H1MG2E	HPE 1Y FC NBD ARUBA 2920 48G POE+740 SVC J9836A	7	\$376.00	\$2,632
H1LC9E	HPE 1Y FC NBD ARUBA 2920 24G POE SWI SVC J9727A	3	\$185.00	\$555
U7PL9E	HP 1Y NBD EXC513024GPOE4SFP JG963A	7	\$159.00	\$1,113
U4BG0E	HP 1Y NBD HP 19XX SWITCH PRODUCTS FC SVC JG926A	3	\$18.00	\$54
U6TC2E	HPE 1Y FC NBD Aruba 3810M 16SFP+ 2-s SVC JL075A	2	\$1,058.00	\$2116
			Total:	\$6470

Pricing;

This Contract Falls under the CMAS Contract 3-14-70-311A Base GSA Scheduled Number GS-35F-0050L SIN 132-51 IT Professional Services

Contract Personnel, Rates:

Personnel Designation	GSA Hourly Rate	Discounted Rate
Functional Expert CCIE	\$240.84	\$185.00
Functional Architect	\$210.00	\$170.00
Sr. IT Systems Analyst (2)	\$81.16	\$75.00
Project Manager	\$112.86	\$100.00

Services Agreement

Upon signature by authorized representative of Eden Area ROP, an agreement is entered into between EPC IT Solutions Inc. (EPC) located at 1324 El Camino Real, Belmont CA 94002.

Whereas EAROP wishes to obtain professional services offered by EPC, whereas EPC wishes to provide the stated services contained in the, Scope of work dated May 9, 2016. Both parties agree to the following:

1.	Scope of work: EAROP does hereby retain EPC to provide the equipment and services
	outlined in the Fiber Optic Upgrade Project by providing a Purchase Order
	No

- 2. Period of Performance: The term of the agreement will commence on the date signed below and will be from June 3, 2016 July 30, 2016.
- 3. Compensation: EAROP agrees to pay EPC **\$107,789** for equipment and services associated with the **Fiber Optic Upgrade Project**, Scope of work. The Breakdown of payment is 25% upon issuing PO and the remaining amount due upon completion and sign off of by District Representative.
- 4. Separate order for additional support contract for equipment can be issued upon request, for the amount of \$6470 which includes 1 year of 24/365 phone support and expedited replacement of parts and equipment. Lab cabling [Cat 6) can be ordered for the amount of \$7,258.
- 5. EPC to meet monthly or as needed with EAROP after initial completion of network installation to confirm the integrity and stability of services provided for a period of up to 6 months.

Client (Eden Area ROP) :	
Authorized Signatory:	_
Signature:	
Address:	-
Date:	
("ePC Computer Solutions, Inc." to be known as or "ePC"):	
Authorized Signatory: Steve Guerrero	
Signature:	
Address:	
Date:	

ePC IT Solutions Page 10 of 16 May 9, 2016

ERMS AND CONDITIONS APPLICABLE TO THE MPSA AND EACH SOW

1. SERVICES

- 1.1. **Supply of Services.** ePC will provide the Services to Client under a SOW. The SOW will be effective upon execution by the parties.
- 1.2. **Obligations.** ePC will:
 - (a) Provide the Services specified in the SOW;
 - (b) Keep Client informed of the progress of the Services;
 - (c) Advise Client of any problems which arise regarding the Services;
 - (d) Advise Client of any permits, approvals or licenses that may be required, and obtain them at *ePC* cost and provide Client with copies, prior to starting any Services;
 - (e) Timely complete the Services;
 - (f) Ensure that ePC employees and subcontractors, if any, comply with Client's rules and regulations, including those regarding conduct of personnel, onsite security, and system security provided to ePC in writing.

2. STATEMENTS OF WORK

Each SOW forms a specific agreement. The parties may amend or supplement a SOW by preparing a mutually agreed Amended SOW which shall be executed by the parties, setting forth a description of the Services to be performed, the completion times and the amount and terms and conditions of payment. All other terms and conditions of this Agreement shall remain effective with respect to the Services to be performed under the immediately preceding SOW unless specifically modified in writing in the Amended SOW. Each Amended SOW shall be consecutively numbered.

3. FEES AND PAYMENT

- 3.1 **Fees.** The SOW will state the Service Fees.
- 3.2 **Expenses.** Client will reimburse ePC for pre-approved expenses listed in the SOW.
- 3.3 **Invoices:** ePC shall invoice Client monthly for Services rendered during the preceding monthly period unless otherwise stated or amended in the SOW.
- 3.4 **Payment Terms.** Client will pay each ePC invoice within 30 days of the date of the invoice. Client may not off-set any amounts due in the invoice
- 3.5. **Purchase Orders.** If a Client purchase order ("**PO**") is required pursuant to this Section, Client shall deliver the PO to ePC thirty (30) days prior to the first date of Services, unless otherwise amended in the SOW. EPC retains the rights to accept or reject the terms of the PO if they differ from terms and conditions contained herein.
- 3.6. **Payment; Default**. Any payment that is more than Fifteen (15) days past due from the due date stated in the Invoice is subject to a late charge of 1 1/2% per month (18% per annum) on the amount of the past due balance. If the Client's account is past due and ePC has notified Client in writing of the past due balance, ePC may, without advance notice, immediately cease providing any and all further Services without any liability to the Client for interruption of pending work. Notwithstanding the terms of Section 10.2 of this Agreement, ePC may institute proceedings to seek a default judgment in a court defined in Section 10.3 or other jurisdiction in the United States, at ePC's election.
- 3.7. **Collection**. If the Client's account, after default, is referred to an attorney or collection agency for collection, Client shall pay all of ePC's expenses, incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees.

4. INTELLECTUAL PROPERTY

- 4.1. **Pre-Existing Ownership**. Each party will retain ownership of its Intellectual Property Rights that existed prior to the date of a SOW ("**Existing IP**"); provided, however ePC hereby grant Client a perpetual, irrevocable, fully paid up, nonexclusive, right and license, including the right to sublicense to Client, to exploit and exercise all of this Existing IP in connection with Our use of the Work Product (including using such Existing IP in providing services to third parties).
- 4.2. **Work Product.** Unless otherwise specified in a SOW, Client will own, and ePC assign to Client, all Intellectual Property Rights in and to Work Product other than Existing IP.
- 4.3. **General Methodologies.** Neither party will be restricted from using general underlying methodologies or techniques learned or used in the course of performing, or developed during the performance of Services.
- 4.4. **Software License**. During the period covered by the applicable SOW, Client grants ePC a nonexclusive, nontransferable, non-sublicensable, limited license to use Client's Software specified in the SOW in object code form only and related documents solely to provide Services pursuant to the SOW. ePC will not (i) copy, modify, reverse engineer, (except to the extent this restriction is prohibited by law), sublicense or transfer Client Software; (ii) register or attempt to resister any competing Intellectual Property Rights to the Client Software; (iii) delete or tamper with any proprietary notice in or on the Client Software, (iv) access or attempt to access the source code for the Client Software or (vi) use the Client Software in violation of applicable laws. All rights in and to the Client Software not specifically granted to ePC are retained by Client and/or its licensors.

5. WARRANTIES

- 5.1. **General Warranties and Covenants**. Each party represents, warrants and covenants to the other party that, as of the Effective Date and on the execution date of each SOW:
 - (a) it has full authority and power to execute, and perform its obligations under, this MPSA and any SOW;
 - (b) it has all licenses, authorizations, consents, approvals and permits required by all applicable laws and regulations to perform its obligations under this MPSA and any SOW; and

(c) it will comply with all applicable laws and regulations in performing its obligations under this MPSA and any SOW.

5.2. **Services Warranty.** ePC warrants to Client that:

- (a) ePC will provide the Services, including any Work Product, with due diligence and in a professional manner in accordance with the requirements specified in each SOW, and in a manner consistent with industry standards reasonably applied to ePC performance;
- (b) ePC will ensure that ePC employees and subcontractors, if any, will satisfactorily perform all Services, and comply with all applicable laws and regulations, and with Client's security, safety and document retention procedures when performing Services;
- (c) ePC performance of the Services will not breach or conflict with any other agreement or obligation by which ePC are bound; and
- 5.3. **Remedies.** If ePC breaches the warranty or covenant in Sections 5.1(b), ePC will at Client's request, without charge and without delay, either re-perform or modify the affected Service or Work Product so as to promptly correct such breach, or credit us for the price of the Service. In addition, if Client is not reasonably satisfied with an individual providing Services, or if ePC breach the warranty in Section 5.2(b), ePC will immediately remove and replace that individual with someone meeting the requirements of this MPSA
- 5.4. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 5, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING.

6. CONFIDENTIAL INFORMATION

Each party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this MPSA, including any related SOW. Nothing in this MPSA will be deemed to restrict a party from disclosing Confidential Information to its employees and authorized subcontractors in the discharge of its obligations. Each party will use commercially reasonable efforts to protect all Confidential Information received. These obligations do not apply to Confidential Information that (i) is held by the recipient at the time of receipt from the disclosing party, (ii) was lawfully received from another person who is not required to hold it in confidence, (iii) was developed independently, (iv) is required by applicable law or regulation to disclose (in which case the recipient will promptly notify the disclosing party) or (v) that is or becomes public knowledge through no fault of the recipient. Before starting work on a project, ePC and ePC subcontractors will execute any additional nondisclosure agreements which may be required by the Client engagement.

7. LIMITATIONS OF LIABILITY

EXCEPT FOR LIABILITY RELATED TO BREACH OF SECTION 4 (INTELLECTUAL PROPERTY), SECTION 6 (CONFIDENTIALITY\ A PARTY WILL BE LIABLE ONLY FOR ACTUAL, DIRECT LOSSES OR DAMAGES INCURRED (INCLUDING COST OF COVER), LIMITED TO THE AMOUNT OF FEES CONTRACTED FOR UNDER THE SOW THAT IS THE SUBJECT OF THE CLAIM.

EXCEPT FOR LIABILITY RELATED TO BREACH OF SECTION 4 (INTELLECTUAL PROPERTY), SECTION 6 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

8. TERM AND TERMINATION

- 8.1. Term. This MPSA will start on the Effective Date and continue until it is terminated in accordance with this Section 8.
- 8.2. Termination.

(a) Either may terminate this MPSA at any time without cause by giving thirty (30) days prior written notice to the other. If either party desires to terminate due to the other party's breach of any SOW or term herein, the nonbreaching party will provide the breaching party notice stating in sufficient clarity to breaching party the reason for the termination and provided the breaching party an opportunity to cure within ten (10) business day after receipt of said notice.

(b) Notwithstanding the foregoing, this MPSA and any SOW or both, may be terminated immediately by either party: for (a) breach of Section 6 (Confidentiality) or Section 4 (Intellectual Property); (b) sale of all or substantially all of the assets, or transfer of a controlling interest to an unaffiliated third party; or (c) Insolvency.

8.3. Effect of Termination.

- (a) Upon termination of this MPSA for any reason, if a SOW is terminated prior to its completion, then ePC will promptly give Client a full written description of the status of the Service for payment of ePC's final invoice. Upon receipt of Client's payment, ePC will promptly deliver to Client all work in progress.
- (b) Except as specified in Section 8.3(a), upon termination of this MPSA or any SOW, ePC will (i) immediately cease work on the terminated project(s), performing only efforts reasonably necessary to wind down and preserve work that has been performed and (iii) at Client's request, either return or destroy all of Client's Software and Confidential Information in ePC's possession or control.

9. <u>Restrictive Covenant-Conversion</u>:

- (a) ePC is not an employment agency. Its Services are provided at great expense to ePC. In consideration thereof, during the term of this Agreement and for the three hundred sixty five (365) day period immediately following the period for which an Employee last performed Services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Employee to leave the employ of ePC or hire or engage such Employee.
- (b) Notwithstanding the above paragraph in this <u>Section 9</u>, if at any time the Client wishes to hire any Employee provided by ePC, Client may request that ePC release the Employee from his/her employment contract with ePC to allow Client to employ or engage the Services of Employee, either directly or indirectly. Client acknowledges and agrees that ePC, in its sole and absolute discretion, has the right to accept or refuse Client's request to employ or engage the Services of Employee supplied by ePC to Client. If ePC has accepted Client's request to employ Employee, either directly or indirectly, the Client will pay ePC an amount equal to 150% of the Employees first year salary, including guaranteed bonuses, with Client
- (c) In addition to the provisions of <u>Section 9</u>, during the term of this Agreement and for a period of one (1) year immediately following the termination of this Agreement, Client agrees that it shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of any Employee of ePC under any circumstances. In the event that Client violates this subsection and due to the difficulty to ascertain damages to ePC, Client agrees to pay to ePC an amount equal to such Employee's annualized first year salary, including bonuses, as liquidated damages.

10. GENERAL

- 10.1. **Export Compliance.** ePC acknowledges that in various countries, laws and regulations regulate the export of products, services and information which may prohibit use, sale or re-export of such products, services or information if ePC knows or have reason to know that such products, services or information are for use in connection with the design, development, production, stock piling or use of products, services or information in violation of U.S. Export Compliance Laws.
- 10.2. **Dispute Resolution.** In the event of a dispute, parties will use reasonable efforts to get an appropriate person from each party's respective management teams to meet and attempt to resolve the dispute in good faith. If these executives are

unable to resolve the dispute within 30 days, either party may resort to alternate dispute resolution such as arbitration or otherwise or seek recourse from the courts. Either party may seek injunctive or other urgent equitable relief at any time.

- 10.3. **Governing Law.** This MPSA will be governed by and construed in accordance with California law and both parties consent to jurisdiction and venue in The District and County of San Francisco, California.
- 10.4. **Reasonable Control.** Neither of us will be responsible for any failure to meet any obligations due to matters beyond its reasonable control provided the affected party makes reasonable effort to perform.
- 10.5. **Subcontractors.** ePC may use subcontractors to perform any of its obligations, without Client prior written consent.
- 10.6. Notices. Notices made under this MPSA must be in writing to the appropriate representative of the receiver at the address identified above. Notices will be deemed given: where they are hand delivered, when a duly authorized employee or representative of the recipient gives written acknowledgement of receipt; for email communication, at the time the communication enters into the information system of the recipient; for posting, three days after dispatch and for fax, on receipted transmission of the fax.
- 10.7. Independent Contractors. We are each independent contractors and there is no actual or deemed partnership, franchise, joint venture, agency, employment or other fiduciary relationship between us. Each party is solely responsible for its own taxes, withholding and other similar statutory obligations relating to this MPSA.
- 10.8. **Survival.** Rights and obligations under this MPSA which by their nature should survive the termination or expiry, including without limitation Sections 4, 7 and 8, will remain in effect after termination.
- 10.9. **Waiver.** No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this MPSA will be considered a waiver thereof. Nor will it be deemed to be a waiver of such party's right thereafter to exercise or enforce the same or any other right or provision. To be valid, a waiver must be in writing, but need not be supported by consideration. No single waiver will constitute a continuing a continuing or subsequent waiver.
- 10.10. Entire Agreement/Conflict. This MPSA, together with the SOWs is the entire agreement relating to its subject matter and supersedes all prior or contemporaneous oral or written communications, understandings, proposals of the parties relating to the subject matter of this MPSA. This MPSA may not be modified except by a writing executed by both parties. If there is a conflict between the MPSA and the SOWs, the SOWs will control. 11. DEFINITIONS

The capitalized terms below will have the following meanings in this MPSA:

"Affiliates" mean any person or other entity controlling, controlled by or under common control with either party to this MPSA. "Confidential Information" Information, if disclosing in writing, is clearly marked as confidential at the time of disclosure. Confidential Information includes any Confidential Information that the Client may provide to ePC in connection with an actual or potential SOW.

[&]quot;Fees" means the fees payable by Client for Services at the rates specified in a SOW.

[&]quot;Client Software" means any software owned by or licensed to Client in object code form, and any new releases, updates, or upgrades that are to be utilized by ePC in connection with the delivery of a Service.

[&]quot;Insolvent" means the inability of a party to pay its debts as they fall due, the appointment of a receiver or administrator, liquidator or similar person to the party's affairs under the laws of any jurisdiction; the calling of a meeting of creditors or for any reason, ceasing to carry on business.

[&]quot;Intellectual Property Rights" means collectively all intellectual property rights throughout the world, including copyrights, patents, patent applications, trademarks, service marks, trade dress rights, trade secrets, know-how, and other similar proprietary rights, whether or not any of these rights is registered, and including, without limitation, applications for registration of and rights to apply for any of these rights.

[&]quot;Services" means the services that ePC will provide Client and which are described in any SOW;

[&]quot;SOW" means a statement of work executed by ePC and Client which incorporates this MPSA by reference and describes ePC Services and Work Product

"Work Product" means all items and information that ePC may deliver or cause to be delivered in connection with Services, whether in hard copy or electronic form, including but not limited to all deliverables specified in a SOW, and Intellectual Property Rights related to the deliverables.

The information in this proposal shall not be disclosed outside **Eden Area ROP**, and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal.

ePC IT Solutions Page **16** of **16 May 9, 2016**



DATE: June 2, 2016

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Administrative

Support Specialist Position and Job Description

BACKGROUND

Eden Area ROP began offering adult programs in the evening last year. This year the program had expanded enough that the board authorized hiring an administrator to oversee the program.

CURRENT SITUATION

As the program continues to grow, the need for a classified support position is needed. This position will assist the coordinator with the day to day running of the adult programs, providing support for orientations, recruitment, enrollment, promotion, etc.

Through our participation in regional meetings and the development of partnerships, we have successfully applied for grant funding to assist us in growing our programs in the 16-17 school year. The AB 86 grant funds will enable us to fund this part time position for the upcoming school year.

Fiscal Impact

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

RECOMMENDATION

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



JOB DESCRIPTION

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

Job Title:

Administrative Support Specialist

Reports to:

Assistant Director of Adult Programs

Job Purpose:

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

Duties and Responsibilities:

- Answer phone inquiries and disseminate information regarding ROP adult programs
- Assist Assistant Director of Adult Programs with compiling data and statistics for various reports and projects
- Create and maintain adult program attendance files; work with attendance office and teachers to maintain updated attendance records
- Process adult registration and collect payments; process and monitor adult payments in collaboration with business office
- Coordinate attendance with adult programs instructors
- Compile and maintain complete, accurate and timely emergency information on students
- Maintain database of information for PBA and special programs as needed
- Set up and maintain class schedule (hours/days/weeks), calendar of course offerings, availability of instructors, and course descriptions per directives from Assistant Director of Adult Programs
- Establish, maintain and monitor accurate, neat and efficient electronic and manual adult attendance and bookkeeping filing systems
- Receive and process adult purchase requisitions and purchase orders in collaboration with business office
- Track and monitor adult programs budgets
- Assist with creating new staff binders for all new evening instructors
- Process drops for adult programs and maintain data with all names of students who dropped and reason for drop
- Assist with updating and maintaining course catalog
- Maintain and update adult employment tracker for data collection
- Create and update Excel Spreadsheets to track and monitor program data
- Enter journal entries to reflect program expenditures
- Arrange for adult program equipment repairs or service as necessary
- Maintain and monitor book/materials inventory for adult classes
- Communicate effectively and professionally with business partners, educational institutions and community stakeholders
- Perform other duties as assigned

Job Location:	Eden Area ROP	Department:	Adult Programs
Employment Type:	Part-Time	Employment Category:	Classified
Work Year:	10 months/ 183 days	Days/Hours:	Monday-Friday 25 hours per week
Salary Schedule Placement:	B3-1	Hourly Rate:	\$22.15
Annual Benefits:	Pro-Rated	Governing Board Approved:	



JOB DESCRIPTION

Skills:

Abilities:

- Strong analytical skills with the ability to collect, organize, analyze, and disseminate significant amounts of information with attention to detail and accuracy
- Strong critical thinking skills
- Ability to have strong, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community
- Communicate effectively verbally and in writing; perform in an independent, self-directed manner and present a professional, positive representation of the ROP
- Knowledge and proficiency in the use of database and spreadsheet programs
- Advanced computer skills, specifically Microsoft Word, Excel, PowerPoint, webpage maintenance and online navigation
- Ability to work evening hours occasionally

Training and Experience:

- Previous administrative support experience
- Possess effective advanced computer skills

Education:	 High School Diploma or Equivalent 	Additional Requirements:	 Basic Driver License Private Transportation Basic Skills Test
Terms of Employment			

Year to year based on successful annual evaluation.



DATE: June 2, 2016

TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 12-15/16: Establish Adult Ed. Fund: Fund 11

BACKGROUND

The California Education Code (EC) sections 52501, 52503 and California Code of Regulations, Title 5 Section 10560 allows unified or high school districts to establish separate adult schools. The State budget supports these adult schools based on average daily attendance (ADA), which equals to 525 hours per unit of ADA.

CURRENT SITUATION

Eden Area ROP Adult Ed program started as a fee based program. To date it has expanded to more programs and it is growing. Consortia funding has been released through both the CDE and the Chancellor's Office depending on the consortium's fiscal agent.

Eden Area ROP applied for the AB86 consortium and was approved for \$78,000.

For easier accounting and reporting, Eden Area ROP recommends that we open separate fund for Adult Ed programs- which is Fund 11 as defined in the California School Accounting Manual (CSAM).

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 12-15/16: Establish Adult Ed. Fund: Fund 11.



Establish an Adult Ed Fund: Fund 11

WHEREAS, Education Code Sections 52501, 52503 and California Code of Regulations, Title 5 Section 10560 allows unified or high school districts to establish separate adult schools; and

WHEREAS, Eden Area ROP Adult Ed program started as a fee based program and eventually expanded by adding more programs and it is still growing; and

WHEREAS, the 500 M Adult Education Block Grant Program is a joint effort between the California Department of Education and Community College Chancellor's Office; and Eden Area ROP applied the AB86 consortium and was approved for \$78,000; and

NOW, THEREFORE, BE IT RESOLVED that the Eden Area Regional Occupational Governing Board does hereby establish a fund in the County Treasury of Alameda County to be known as the Adult Ed Fund for the purpose of recording revenues and other financial transactions.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 2^{nd} day of June 2016, by the following vote:

AYES:
NOES:
ABSTENTIONS
ABSENT:

Communications

