



GOVERNING BOARD MEETING AGENDA

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2971 • www.edenrop.org

Thursday, February 2, 2023
5:45 pm

GOVERNING BOARD MEMBERS

Juan Campos, President

Gary Howard, Member

Joe Ramos, Member

Evelyn Gonzalez, Member

San Lorenzo Unified School District

Castro Valley Unified School District

Hayward Unified School District

San Leandro Unified School District

MISSION STATEMENT

The mission of the Eden Area ROP is to build a foundation for students that prepare them academically, technically, and professionally to meet challenging opportunities of the 21st Century with confidence and purpose.



Regular Meeting of the ROP Governing Board
Date: Thursday, February 2, 2023
Time: 5:45 p.m.

NOTICE - COVID-19 PUBLIC HEALTH EMERGENCY BOARD MEMBERS TO ATTEND VIRTUALLY

Consistent with Assembly Bill 361, effective October 1, 2021, and the continued state of emergency (COVID-19), the Eden Area ROP Governing Board will continue to hold meetings via teleconferencing until further notice. The public is invited to participate via teleconference per the Zoom link below.

Attend Zoom Meeting Instructions:

- **To observe the meeting by video conference**, please click on [LINK](#) or go <https://zoom.us/j/99397978944?pwd=anVST3pGRDF4MjRjOHJMOUJNR3NyUT09> to at the noticed meeting time.
Meeting ID: **993 9797 8944**
Passcode: **EAROP23**

Instructions on how to join a meeting by video conference is available at: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>.

To listen to the meeting by phone, please call at the noticed meeting time **1-669-900-6833**, then enter ID **993 9797 8944**, then press "#". Passcode: **8908035**

Instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>.

Public Comment Instructions:

- **To comment by video conference**, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the eligible Agenda item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions on how to "Raise Your Hand" is available at: <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.
- **To comment by phone**, you will be prompted to "Raise Your Hand" by pressing "*9" to request to speak when Public Comment is being taken on the eligible Agenda Item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions of how to raise your hand by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>.

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.

Any member of the audience may speak on any agenda item by following this process, or upon recognition by the President 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 "Public Comment" 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. Public Comment for Agenda items and matters that are related to the Eden Area ROP

(According to the Brown Act, the Board may not comment or take action on items not on the agenda.)

The Board respects and encourages the public to comment on matters on the Board agenda and within the Board's jurisdiction. The Board fully supports civil discourse and requests that everyone respect each other and their point of view.

Public Comment Instructions:

- When it is time for the speakers to address the Board, your name will be called and you will then be unmuted and allowed to make public comments.
- Speakers should rename their Zoom profile names to their real names to expedite this process.
- After the comment, the microphone for the speaker's Zoom profile will be muted.

With Board consensus, the President may increase or decrease the time allowed. This meeting is being recorded to prepare the official minutes.

VII. Student of the Month

- A. Presentation of ROP Student of the Month Awards (page 5)

VIII. Consent Calendar

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of December 5, 2022 (pages 6-12)
- B. Request the Governing Board to approve the Minutes of the Special Governing Board Meeting of December 8, 2022 (pages 13-14)
- C. Request the Governing Board to approve the Bill Warrants (pages 15-26)
- D. Request the Governing Board to approve the Personnel Action Items (pages 27-28)
- E. Request the Governing Board to approve the Listed Donation-California Homebuilding Foundation (page 29)
- F. Request the Governing Board to approve the Listed Donation-H & J Diaz Family Foundation (page 30)
- G. Request the Governing Board to approve Recycling Donations Received by the Eden Area ROP for the 2022-2023 School Year (page 31)
- H. Request the Governing Board to approve the Adoption of Resolution 9-22/23: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March

4, 2020, and Authorizing Remote Teleconference Meetings for the Period January 7, 2023 through February 6, 2023 (pages 32-35)

- I. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 36-37)
- J. Request the Governing Board to approve the Receipt of the Workability I Program Funds (pages 38-42)
- K. Request the Governing Board to approve the Budget Development Calendar for the 2023-2024 School Year (pages 43-44)
- L. Request the Governing Board to approve the Agreement with American Fidelity to Provide Section 125 Flexible Benefit Plan Services for the 2023 Calendar Year (pages 45-81)
- M. Request the Governing Board to approve the Addendum to the MOU with the California Homebuilding Foundation (CHF) to manage the Building Industry Technology Academy (BITA) from August 2022 through November 2024 (pages 82-83)

IX. Information Items

- A. ROP Pathway Review-Public Safety (pages 84-86)
- B. Midyear Review of the Superintendent's Goals (pages 87-88)
- C. First Reading of Governing Board Policies, Administrative Regulations and Board Bylaw (pages 89-153)

X. Action Items

- A. Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies and Administrative Regulations (pages 154-169)
- B. Request the Governing Board to approve the First Reading and Adoption of the Revisions to Governing Board Policy and Administrative Regulation 5141.21 Administering Medication and Monitoring Health Conditions (pages 170-183)
- C. Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2021 (page 184)
- D. Request the Governing Board to approve the Adoption of Resolution 10-22/23: Career Technical Education Month (February) (pages 185-186)
- E. Request the Governing Board to approve the Governing Board Reorganization (page 187)
- F. Request the Governing Board to approve the Public Disclosure of Eden Area ROP Employees' Agreement for the 2022-2023 One-Time Inflationary Stipend (pages 188-199)
- G. Request the Governing Board to approve the Adoption of the Eden Area ROP Core Values (pages 200-201)
- H. Request the Governing Board to approve Starting a New SkillsUSA Chapter at the Eden Area ROP (page 202)
- I. Request the Governing Board to approve the Agreement with Chabot Las Positas Community College District for a College and Career Access Pathways (CCAP) Partnership for the 2022-2023 School Year (pages 203-223)
- J. Request the Governing Board to approve the Agreement with Language Line Services, Inc. for Interpretation and Translation Services for the 2022-2023 School Year (pages 224-234)

- K. Request the Governing Board to approve the Agreement with Sean Chew as a Consultant for the First Responder (Fire Science/EMT) Program for the 2022-2023 School Year (pages 235-240)
- L. Request the Governing Board to approve the Agreement with Teacher's Pension for Retirement and Financial Literacy Education for the 2022-2023 School Year (pages 241-243)
- M. Request the Governing Board to approve the MOU with GPS Education Partners and Johnson Controls (JCI) for Work-Based Learning Services for the 2022-2023 and 2023-2024 School Years (pages 244-248)

XI. Communications

- A. Letter from the Alameda County Office of Education regarding the First Interim (pages 249-250)

XII. Superintendent's Report

XIII. Governing Board Reports

XIV. Recess to Closed Session

- A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)
- B. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957)

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

- A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)
- B. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957)

XVI. Adjournment



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Presentation of ROP Student of the Month Awards

BACKGROUND

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

CURRENT SITUATION

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

The following students were selected as ROP students of the month for February:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
D'Angelo Smith	Mt. Eden	Careers in Law, Forensics & Public Safety I P	Auguste
Giselle Cortes	Tennyson	Entrepreneurship I P	Fuller
Alexa Esqueda	Castro Valley	Marketing Economics I P	Thompson
Isaac Zaldivar	San Lorenzo	Careers in Law and Public Safety II P	O' Connell

RECOMMENDATION

Information only

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board December 5, 2022

I. Call to Order

Juan Campos, Board President, called the meeting to order at 5:45 p.m. on Monday, December 5, 2022. Due to COVID-19 all Board members and attendees attended the meeting virtually via Zoom.

II. Roll Call

Eden Area ROP Governing Board Members Present:

Juan Campos, President	San Lorenzo USD
Gary Howard, Member	Castro Valley USD
Gabriel Chaparro, Member	Hayward USD

Eden Area ROP Governing Board Members Absent:

James Aguilar, Vice-President	San Leandro USD
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Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

Mercedes Henderson	Human Resources Administrator
Craig Lang	Director of Adult Programs
Brigitte Luna	Director of Educational Services
Manuschka Michaud	Principal
Anthony Oum	Fiscal Services Administrator

Eden Area ROP Staff Present:

Ashley Auguste	Careers in Law, Forensics and Public Safety Instructor
Bill Deslaurier	Construction Technology Instructor
David Espinoza	Automotive Technology Instructor
Gabriela Juarez	Executive Assistant
Kathy O'Brien	Dental Assisting Instructor
Daniel Pareja	Automotive Collision and Refinishing Instructor

Others Present:

Students of the Month and their families	
Estrella Carmona	Careers in Law, Forensics and Public Safety Student
Katelyn Yassen	Careers in Law, Forensics and Public Safety Student

III. Pledge of Allegiance

Adrian Valdez led the Pledge of Allegiance.

IV. Mission Statement

Diana Osuna Villanueva read the Eden Area ROP mission statement.

V. Approval of Agenda

Trustee Gary Howard moved to approve the agenda. Trustee Gabriel Chaparro seconded the motion. By the following vote, the agenda was approved:

AYES: 3 (Campos, Chaparro, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Aguilar)

VI. Public Comment for Agenda items and matters that are related to the Eden Area ROP

None

VII. Student of the Month Awards

The following students were honored by their teachers, ROP Staff and the Governing Board as students of the month for December 2022:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Joseph McKnight	Arroyo	Automotive Tech II P	Espinoza
Adrian Valdez	Arroyo	Construction Tech II P	Deslaurier
Diana Osuna Villanueva	San Lorenzo	Dental Assisting II P	O'Brien
Nicholas Rodrigues	Arroyo	Auto Collision & Refinishing II P	Pareja

Jessica Fagundes, Career Counselor, introduced the instructors, who presented their students to the Governing Board. A framed certificate of achievement was delivered to each student. Each student was given an opportunity to introduce their family and say a few words.

VIII. Consent Calendar

Trustee Gabriel Chaparro moved to approve the consent calendar items as follows:

- A. Minutes of the Regular Governing Board Meeting of November 3, 2022
- B. Bill Warrants
- C. Personnel Action Items
- D. Listed Donation-The San Francisco's Foundation Koshland Program
- E. Adoption of Resolution 8-22/23: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period December 7, 2022 through January 6, 2023
- F. DECA Overnight Field Trips for the 2022-2023 School Year
- G. SkillsUSA Overnight Field Trips for the 2022-2023 School Year
- H. Classification and Destruction of Records
- I. Agreement with Karen Huff for Targeted Coaching Support for the 2022-2023 School Year
- J. Contract with San Jose Charters, Inc. for Student Transportation Services for the 2022-2023 School Year

Trustee Gary Howard seconded the motion.

AYES: 3 (Campos, Chaparro, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Aguilar)

IX. Information Items

A. SkillsUSA Eden Area ROP Student Presentation

Manuschka Michaud, Principal, shared that the Eden Area ROP has been participating in SkillsUSA for over 15 years. Last year, students were able to compete in-person and Ms. Michaud was able to attend. She noted it was very exciting for the students. Estrella Carmona and Katelyn Yassen, Careers in Law, Forensics and Public Safety students, were introduced to share their experiences and their interest into starting a SkillsUSA chapter club at the Eden Area ROP.

Ms. Carmona shared that SkillsUSA is a Career and Technical Student Organization (CTSO) serving high school students, college students, and middle school students, as well as professional members enrolled in training programs that teach technical and skilled services occupations such as Eden Area ROP.

Ms. Yassen reviewed the components of the competitions which are leadership and skills. The leadership contests are not skills specific, but rather allow students to showcase the leadership and professional skills they have developed. On the other hand, the skills competition are specific to an industry pathway. Participants are given the opportunity to show the skills they have been trained for in their CTE occupations.

The students highlighted that SkillsUSA is more than a competition for students to put their skills to the test, but an opportunity to develop their professional expertise. They provided an overview of the structure of the chapter that included a chapter advisory board, executive council, advisors, and members. They concluded by thanking the Board and providing resource links.

B. ROP Pathway Review-Systems Diagnostics, Service, and Repair

Manuschka Michaud, Principal, reported that there are 15 industry sectors. Each sector contains multiple career pathways and performance indicators that informs instruction. She shared that there will be two pathways presented under the Transportation sector which are the Systems Diagnostics, Service and Repair pathway and the Structural Repair and Refinishing Pathway.

Ms. Michaud, introduced David Espinoza, Instructor, to present about his program offering under the System Diagnostics, Service, and Repair pathway which are Automotive Technology I and II. The Automotive Technology program is Automotive Service Excellence (ASE) certified. Mr. Espinoza noted that enrollment has increased and is at the highest it has been in the most recent years, with a total 103 students across the four sections. The program provides many work-based learning opportunities which includes guest speakers and job shadowing. Mr. Espinoza highlighted that the pandemic opened the door to virtual learning, experts in the field now have the flexibility to present virtually or in-person, specifically those who are out of state. Mr. Espinoza reported that the program has a strong advisory committee. Automotive Technology is UC a-g approved and both programs are articulated with Chabot. Looking to the future, staff is working on meeting the requirements to become a dual enrollment program with Chabot.

C. ROP Pathway Review- Structural Repair and Refinishing

Daniel Pareja, Instructor, reported on the Automotive Collision and Refinishing program in the Structural Repair and Refinishing pathway. Mr. Pareja shared the curriculum for the program which includes estimating, damage analysis, paint removal, metal finishing, sheet metal fabrication, rust repair, corrosion protection, masking, paint prepping,

spraying color, wet sanding, buffing, final clean for delivery and shop maintenance. In this job trade there are several career pathways students can pursue.

Several of his students have continued onto post-secondary, obtained internships and secured high-wage employment. Some recent graduates have been hired at Gillig, Tesla, CarMax, Service King, and Caliber's Collision. Mr. Pareja shared photos of different projects, SkillsUSA competitions winners, work-based learning opportunities and two students receiving full scholarships for tuition. Currently, he is working on articulations with Contra Costa and Alameda.

D. Fall Advisory Committee Meetings of the Eden Area ROP Teacher of the Year

Brigitte Luna, Director of Educational Services, shared that on November 10, 2022, the Eden Area ROP held its annual Fall Advisory Committee meetings for our four school districts. The Fall Advisory meeting was comprised of business and community members from each sector to discuss the current labor market, emerging trends, and industry needs. This information is used to strengthen our programs and prepare students with the necessary skills and knowledge to succeed. Mrs. Luna highlighted that there were 20 different pathways meetings happening on the same night. These meetings were held virtually with the exception of auto.

E. First Reading of Governing Board Policies and Administrative Regulations

Blaine Torpey, Superintendent, shared that the Eden Area ROP has contracted with California School Boards Association (CSBA) to receive regular updates and suggested policy language for any additions, changes, or modifications to educational code that impacts policy. Staff has reviewed these updates and brought relevant changes to the Board for their consideration.

Superintendent Torpey presented to the Governing Board the first reading of the following board policies and administrative regulations:

NUMBER	TYPE	TITLE	STATUS
3515.3	BP	District Police/Security Department	Revise
3515.3	AR	District Police/Security Department	Revise
4118	BP	Dismissal/Suspension/Disciplinary Action	New
4118	AR	Dismissal/Suspension/Disciplinary Action	Revise
4218	BP	Dismissal/Suspension/Disciplinary Action	Revise
4218	AR	Dismissal/Suspension/Disciplinary Action	Revise
6164.2	BP	Guidance/Counseling Services	Revise

The Governing Board agreed with the revisions of board policies and administrative regulations.

X. Action Items

A. Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, and Board Bylaw

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Gabriel Chaparro the Governing Board approved the second reading and adoption of governing board policies, administrative regulations, and board bylaw.

AYES: 3 (Campos, Chaparro, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Aguilar)

B. Request the Governing Board to approve the 2022-2023 First Interim Report

Upon review of and a motion by Trustee Gabriel Chaparro and a second by Trustee Gary Howard the Governing Board approved the 2022-2023 First Interim Report.

AYES: 3 (Campos, Chaparro, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Aguilar)

C. Request the Governing Board to approve the Agreement with Sherri Beetz Ed. D. for Human Resource Consulting and Reclassification Panel for the 2022-2023 School Year

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Gabriel Chaparro the Governing Board approved the agreement with Sherri Beetz Ed. D. for human resource consulting and reclassification panel for the 2022-2023 school year.

AYES: 3 (Campos, Chaparro, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Aguilar)

D. Request the Governing Board to approve the MOU with the California American Fire Sprinkler Association (CAFSA) from January 1, 2023-June 30, 2023

Upon review of and a motion by Trustee Gabriel Chaparro and a second by Trustee Gary Howard the Governing Board approved the MOU with the California American Fire Sprinkler Association (CAFSA) from January 1, 2023-June 30, 2023.

AYES: 3 (Campos, Chaparro, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Aguilar)

XI. Superintendent's Report

Blaine Torpey, Superintendent, shared that on Thursday, November 10, the Eden Area ROP organized and facilitated the Fall Advisory meetings. This is a very affirming event for our instructional staff as they get to maximize their connections and experience in collaboration with those actively participating in the given industry.

He continued by reporting that in the month of November, the Eden Area ROP leadership and staff continue to embrace lifelong learning. Staff participated in Title IX Training, CTE/CAROC Annual Conference, CASBO CBO Symposium, Race Work Seminars, and the CDPH Overdose Prevention Initiative. Eden Area ROP staff also continued statewide advocacy for ROP and CTEs.

Superintendent Torpey shared that the Eden Area ROP continues to support the communities in our partner districts. Staff provided professional development training for San Leandro Unified School District's CTE teachers on their in-service day. We are helping to address complex articulation issues as well as curriculum updates for pathways across districts.

He was excited to report that to support the CALKids statewide initiative, the Eden Area ROP Educational Services and Human Resource departments worked to send 600 bilingual mailers to every Eden Area ROP family including seniors from last year. CALKids is an excellent state program that has started college savings accounts for every student in California. We have had numerous families; especially Spanish speaking families, contact us for support.

He highlighted that Sophomore Tours and presentations are happening. Johanna Lopez, our Website and Marketing Specialist, has been doing a fantastic job organizing these very complex events. Ms. Lopez has also been training our Eden Area ROP student ambassadors to lead the tours.

Superintendent Torpey concluded his report by providing an achievement under each of his four goals.

Goal 1: Reinforce EAROP Organizational Infrastructure and Communication

- Stakeholder Input: Collaboration with partner district personnel to improve and expand Eden Area ROP services (SLUSD transportation, HUSD YEP support, SlzUSD core credit, CVUSD expanded services for 2023-2024)

Goal 2: Maintain and Refine High Quality CTE Programming

- Student Outcomes: Met with Tri-Valley ROP Las Positas Middle College Staff to begin exploring options of Eden Area ROP Middle College

Goal 3: Enhance Systems to Support the Success of All Students

- Monitoring Student Success: Developed data tracker and protocols to house student data for last five years, Infinite Campus Pilot continues

Goal 4: Fiscal and Resource Management, Leadership, and Innovation

- Campus Safety: Assembling and training Title IX Team, Developed and implemented Incident Tracker, Participation in ACOE/CDPH Overdose Prevention Initiative

XII. Governing Board Reports

Trustee Gary Howard, Castro Valley USD representative, announced that he was reelected and will continue being the CVUSD representative on the Eden Area ROP Board.

Trustee Juan Campos, San Lorenzo USD representative, shared that he attended the CSBA Annual Education Conference.

XIII. Recess to Closed Session

The meeting was called into closed session at 7:13 p.m.

- A. **Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)**
- B. **Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)**
Agency Representative: Juan Campos
Unrepresented Employee: Blaine Torpey, Superintendent

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

The meeting resumed to open session at 8:01 p.m.

- A. **Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)**

Board President, Juan Campos, announced that no action was taken.

- B. **Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6)**
Agency Representative: Juan Campos
Unrepresented Employee: Blaine Torpey, Superintendent

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Gabriel Chaparro, the Governing Board approved a one-time inflationary stipend during the 2022-2023 school year in the amount of \$5,500 for all full-time employees and a pro-rated amount of the \$5,500 stipend based on the number of hours worked for hourly employees.

AYES: 3 (Campos, Chaparro, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Aguilar)

XV. Adjournment

The Governing Board meeting was adjourned in honor of Trustee Gabriel Chaparro and Trustee James Aguilar's last meeting as members of the Eden Area ROP Board.

Superintendent Torpey, Trustee Howard and President Campos shared a few kind words and their gratitude to Trustee Chaparro and Trustee Aguilar. Each Board member was also given an award inscribed with a note of thanks for their time on the Board.

The meeting adjourned at 8:09 p.m.

Approved by the Eden Area ROP Governing Board _____.

Blaine Torpey, Superintendent/Clerk to the Eden Area ROP Governing Board



Minutes of the Special Meeting of the ROP Governing Board December 8, 2022

I. Call to Order

James Aguilar, Board Vice-President, called the meeting to order at 12:02 p.m. on Thursday, December 8, 2022. Due to COVID-19 all Board members and attendees attended the meeting virtually via Zoom.

II. Roll Call

Eden Area ROP Governing Board Members Present:

Juan Campos, President	San Lorenzo USD	arrived at 12:03 pm
James Aguilar, Vice-President	San Leandro USD	departed at 12:25 pm
Gary Howard, Member	Castro Valley USD	
Gabriel Chaparro, Member	Hayward USD	

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Staff Present:

Gabriela Juarez	Executive Assistant
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Others Present:

Jimmie Johnson	Lozano Smith
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III. Pledge of Allegiance

Blaine Torpey led the Pledge of Allegiance.

IV. Approval of Agenda

Board President Juan Campos arrived during the approval of the agenda and resumed running the meeting.

Trustee Gary Howard moved to approve the agenda. Trustee Gabriel Chaparro seconded the motion. By the following vote, the agenda was approved:

AYES:	4 (Aguilar, Campos, Chaparro, Howard)
NOES:	0
ABSTAIN:	0
ABSENT:	0

V. Public Comment for Agenda items and matters that are related to the Eden Area ROP

None

VI. Recess to Closed Session

The meeting was called into closed session at 12:04 p.m.

A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)

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

The meeting resumed to open session at 1:19 p.m.

A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)

Board President, Juan Campos, reported that the Board has given direction to legal counsel and noted that no vote was taken during closed session.

VIII. Adjournment

The meeting adjourned at 1:19 p.m.

Approved by the Eden Area ROP Governing Board _____.

Blaine Torpey, Superintendent/Clerk to the Eden Area ROP Governing Board



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, 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 November 9, 2022 through January 13, 2023 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Personnel Action Items

CURRENT SITUATION

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

CONSENT CALENDAR



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Listed Donation-
California Homebuilding Foundation

BACKGROUND

Occasionally, gifts or monetary items are donated to the Eden Area ROP.

CURRENT SITUATION

On August 4, 2022, California Homebuilding Foundation made a monetary donation of \$1,000.00 to the Construction Technology program at the Eden Area ROP.

A letter of acceptance will be sent to the donor.

CONSENT CALENDAR



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Listed Donation-
H & J Diaz Family Foundation

BACKGROUND

Occasionally, gifts or monetary items are donated to the Eden Area ROP.

CURRENT SITUATION

On December 8, 2022, H & J Diaz Family Foundation made a monetary donation of \$800.00 to the Eden Area ROP.

On December 9, 2022, H & J Diaz Family Foundation made a monetary donation of \$1,800.00 to the Eden Area ROP.

A letter of acceptance will be sent to the donor.

CONSENT CALENDAR



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve Recycling Donations Received by the Eden Area ROP for the 2022-2023 School Year

BACKGROUND

From time to time, the Eden Area ROP programs and facility generate waste that can be recycled as opposed to ending up in landfill. It is paramount that any restrictions on the funding be respected, publicly acknowledged, and the budget developed based on those donor restrictions. Ed Code 41032 supports this, by stating that, "The governing board of any school district may accept on behalf of, and in the name of, the district gifts, donations, bequests, and devises that are made to the district or for the benefit of any school or college administered by the district. The gifts, donations, bequests, and devises may be made subject to conditions or restrictions that the governing board may prescribe."

CURRENT SITUATION

The Eden Area ROP works with three vendors to recycle its surplus waste.

1. Aaron Metals Company - 25101 Clawiter Rd, Hayward, CA 94545
2. Sims Metal Management – 30104 Industrial Pkwy SW, Hayward, CA 94544
3. Corporate eWaste Solutions – 3602 Munster St. Bldg. 4, Units F-G, Hayward, CA 94545

During this fiscal year of 2022-2023, the Eden Area ROP estimates to receive a combined total of \$3,000 from the three recycling vendors.

CONSENT CALENDAR



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 9-22/23: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period January 7, 2023 through February 6, 2023

BACKGROUND

On September 16, 2021, AB 361 became law, allowing legislative bodies to meet virtually during a proclaimed state of emergency if any of the following apply:

1. State or local officials have imposed or recommended measures to promote social distancing,
2. The purpose of the meeting is to determine, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or
3. The legislative body has already determined that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

CURRENT SITUATION

Public Schools in California are currently operating under safety measures to minimize the spread of COVID-19. Hosting an in-person meeting at this time would present imminent risks to the health and safety of attendees. Approving Resolution 9-22/23 would enable the Eden Area ROP to hold virtual Governing Board meetings.

CONSENT CALENDAR

EdenAreaROP

RESOLUTION NO. 9-22/23

Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period January 7, 2023 through February 6, 2023

WHEREAS, the Eden Area Regional Occupational Program (Eden Area ROP) is committed to preserving and nurturing public access and participation in meetings of the Governing Board; and

WHEREAS, all meetings of the Eden Area ROP's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), as amended by Assembly Bill 361, Chapter 165 of the Statutes of 2021, makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the Eden Area ROP's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing or that the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the county, specifically, a State of Emergency has been proclaimed by the Governor on March 4, 2020, based on an outbreak of respiratory illness due to COVID-19; and

WHEREAS, the World Health Organization, the United States Centers for Disease Control and Prevention, the State of California including the California Department of Public Health, and the Alameda County Public Health Department have recognized that the country, state, and county face a life-threatening pandemic caused by the COVID-19 virus;

WHEREAS, with the continuing presence of COVID-19, opening a physical meeting location to the public to hold in-person Governing Board meetings would present an imminent risk to the health and safety of attendees given that members of the public are not required to be vaccinated to attend Board meetings, and with limited staff members, it is impractical to check and enforce the mask mandate and other indoor COVID-19 health and safety protocols for members of the public; and

WHEREAS, the Governing Board does hereby find that the Governor's March 4, 2020, State of Emergency proclamation due to the continuing presence of COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the county that are likely to be beyond the control of services, personnel, equipment, and facilities of the Eden Area ROP, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Governing Board does hereby find that the legislative bodies of the Eden Area ROP, including any subsidiary bodies and committees created by action of the Board, shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, to ensure the public has access to the Governing Board meetings on Zoom, the Eden Area ROP has posted and will continue to post the Zoom login information on its website and meeting agendas, and the public has and will continue to have the opportunity to provide live public comments during the Zoom meeting.

NOW, THEREFORE, The Governing Board of the Eden Area ROP hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the county, and opening a physical meeting location to the public to hold in-person Governing Board meetings would present an imminent risk to the health and safety of attendees due to the continuing presence of COVID-19.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of a State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The Superintendent and legislative bodies of the Eden Area ROP are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect January 7, 2023, and shall be effective until the earlier of (i) February 6, 2023, or such time the Governing Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Eden Area ROP may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 2nd day of February 2023, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Blaine Torpey
ROP Governing Board Clerk, Eden Area ROP
Alameda County, State of California



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions

BACKGROUND

Education Code 35186 (d) requires the following:

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

CURRENT SITUATION

Attached is a report for the complaints and resolutions through January 1, 2023 as specified by Education Code 35186 (d).

CONSENT CALENDAR



26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2943 • www.edenrop.org

QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS

[Education Code 35186 (d)]

Report through: January 1, 2023

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

Quarterly Report Submission (check one) →
Date: January 1, 2023

- ☒ January
☐ April
☐ July
☐ October

Date for information to be reported publicly at the Governing Board meeting: February 2, 2023

Please check the box that applies:

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

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

Publicly reported at the Governing Board meeting on: February 2, 2023

Blaine Torpey, Superintendent



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Receipt of the Workability I Program Funds

BACKGROUND

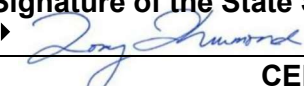
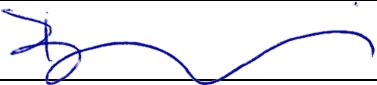
The California Department of Education has approved the Eden Area ROP's reapplication to the Workability I Program for the 2022-2023 school year. The money from this grant directly pays the salary, benefits and operating costs associated with the Community Access Training for Transition (CATT) Program and the Merchandising Occupations Program. These programs find employment and provide training for special education students to enter the workforce.

CURRENT SITUATION

This year the Eden Area ROP re-applied in a competitive process and has been recommended by CDE to receive funding in the amount of \$82,440.

CONSENT CALENDAR

Grant Award Notification

GRANTEE NAME AND ADDRESS Linda Granger, Superintendent Blaine Torpey, Superintendent Eden Area Regional Occupational Program 26316 Hesperian Boulevard Hayward, CA 94545				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				22	23011	74013	W0
Attention Linda Granger, Superintendent Blaine Torpey, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office WorkAbility I, Site 025				Resource Code	Revenue Object Code		01
Telephone 510-293-2901				6520	8590		INDEX
Name of Grant Program 2022-23 Workability I Program							0663
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$82,440		\$82,440		7/01/2022	6/30/2023	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency	
<p>I am pleased to inform you that you have been funded for the Workability I Program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature acts to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">California Department of Education Programs and Partnerships Unit 1430 N Street, Room 2401 Sacramento, CA 95814-5901 ATTN: WorkAbility I Team</p> <p>Please also submit a scanned copy of this signed notification by email to Workability1@cde.ca.gov.</p>							
California Department of Education Contact				Job Title			
Nicolas Wavrin				Education Programs Consultant			
Email Address					Telephone		
NWavrin@cde.ca.gov					916-327-3932		
Signature of the State Superintendent of Public Instruction or Designee					Date		
					December 19, 2022		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<p><i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i></p>							
Printed Name of Authorized Agent				Title			
Email Address					Telephone		
Signature					Date		
							

Grant Award Notification (continued)

Conditions of the Grant Award

1. General Assurances are hereby incorporated by reference. The California Department of Education (CDE) has agreed to accept the assurances your agency currently provides in the Consolidated Application. The CDE will verify if your agency has submitted required certifications and assurances on the CDE Request for Applications web page at <https://www.cde.ca.gov/fq/aa/co/ca22rfa.asp> prior to initial grant award payment.
2. **Note to Nonpublic Schools (NPS):** The CDE has agreed to accept the signed Drug-Free Workplace Certification your agency currently provides with the end-of-year renewal application. The CDE will verify that your agency has submitted the required certification prior to initial grant award payment.
3. This Workability I (WAI) grant shall be administered in accordance with the provisions of the Individuals with Disabilities Education Act (IDEA) and in compliance with laws and regulations from the CDE, the Employment Development Department (EDD), and the state and federal Departments of Labor.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the Grant Award Notification (AO-400), which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE. Upon receipt, an initial payment will be issued to your County Treasurer or agency. All approved project funds must be expended within the designated award period.
5. Grant funds must be used to implement the WAI Program as indicated in the project plan and consistent with California *Education Code* 56471 Section (e): "Workability project applications shall include, but are not limited to, the following elements: (1) recruitment, (2) assessment, (3) counseling, (4) preemployment skills training, (5) vocational training, (6) student wages for try-out employment, (7) placement in unsubsidized employment, (8) other assistance with transition to a quality adult life, and (9) utilization of an interdisciplinary advisory committee to enhance project goals."
6. The following program evaluation and renewal information will be compiled and submitted by the WAI grantee to the CDE: (a) student data, (b) program funds [staffing and program cost], and (c) Annual Program Report, (d) Grant Funding Application, and (e) Annual Program Requirements Report.
7. Grantees must complete all required WAI reports by their prescribed due date.
8. Grantees must serve all students for which funding was received.
9. Grantees must place into employment at least 15 percent of the students for which funding was received.
10. Grantees must achieve a score of "Basic/Developing" on the Annual Program Requirements Report: a numerical score of no less than nine for high schools and no less than seven for middle schools.
11. Grantees must have representation by their WAI Program staff at two regional meetings and one required state meeting per year.
12. If a grantee receives advisory and standing committee funds, then attendance by advisory and committee members is required at up to four committee meetings per year.
13. The grantee must maintain expenditure reports with supporting evidence and be prepared to submit them to the CDE upon request. The CDE has the authority to conduct program and fiscal reviews or audits.
14. The grantee must submit to the CDE an **Interim Expenditure Report** no later than **February 27, 2023**, for reporting actual expenditures from **July 1, 2022, through December 31, 2022**. If reported interim expenditures are less than the initial payment, then the scheduled interim payment will be reduced.

Grant Award Notification (continued)

proportionately.

15. The grantee must submit to the CDE a **Final Expenditure Report** no later than **August 1, 2023**. Upon receipt of the Final Expenditure Report, up to 100 percent of the grant total will be reimbursed. Failure to submit the Final Expenditure Report prior to next year's state grant award issuance will affect the timely release of next year's payment and will result in conditions imposed on the grant.
16. Funds will be used for excess cost of normal expenditures when applied to staff, materials, and services that are not typically provided to students receiving special education services and that are necessary for the participation in this program.
17. The WAI grantee will provide information to WAI students with intellectual and developmental disabilities (ID/DD) ages sixteen and above regarding Employment First, opportunities for employment, and supports to achieve Competitive Integrated Employment.
18. Students receiving special education services will be provided equal access to vocational education/technical/career programs and initiatives.
19. Every employed WAI student under the age of eighteen shall have an approved work permit on file at the employment site, and a copy shall be filed with the WAI grantee.
20. Work-based learning opportunities must be provided in compliance with the Work Experience Education (WEE) Regional Occupational Center and Programs (ROC/P).
21. The WAI program does not discriminate on the basis of race, color, national or ethnic origin, gender, or disability in the administration of its program and complies with all laws and regulations of the Americans with Disabilities Act and other appropriate legislation.
22. The WAI grantee shall be a California public school district, NPS, County Office of Education, or the state special schools for the deaf and blind.
23. The WAI grantee shall have support of the local governing board.
24. The WAI grantee shall collaborate and leverage resources to provide a full array of student services with minimum administrative cost.
25. The WAI grantee shall be accountable as defined by student, program, and fiscal outcomes.
26. The WAI grantee shall actively participate in community of practice efforts, involving key stakeholders.
27. Students who participate in the WAI work experience program will be paid at least minimum wage. There is an exception for learners who may be paid not less than 85 percent of the minimum wage rounded to the nearest nickel during their first 160 hours of employment in occupations in which they have no previous similar or related experience.
28. Minimum wage will not exceed the prevailing minimum wage of the city in which the student is employed.
29. All WAI students will be placed into employment settings that are in the least restrictive environment and that facilitate movement toward postschool integrated employment.
30. The WAI grantee will enter and participate in a Local Partnership Agreement (LPA) with core partners (local educational agencies, Department of Rehabilitation districts, and Regional Centers) and be prepared to submit to the CDE documentation of the LPA upon request.

Grant Award Notification (continued)

31. All WAI programs and their grant personnel are prohibited from text messaging while driving a government-owned vehicle or while driving their own privately owned vehicle during official grant business and from using government-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.
32. Under authority of the CDE, if the grantee is identified as noncompliant in any of the aforementioned areas, conditions will be imposed on the grant. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Those grantees with violations will receive notification of conditions on their grant and will be instructed to develop a plan of action to remedy the noncompliance. No payments will be released to agencies with conditions on their grant until the CDE receives written notification from the agency agreeing to the conditions of the grant.

If you have any fiscal questions regarding this grant, please contact the CDE WAI Team at Workability1@cde.ca.gov.

If you would like to inquire about the status of a payment, please contact the Administrative Services Unit at SEDGrants@cde.ca.gov and copy the WAI Team at Workability1@cde.ca.gov.

cc: Business Fiscal Officer: Expenditure Report



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Budget Development Calendar for the 2023-2024 School Year

BACKGROUND

The Eden Area ROP, as with all elementary and secondary educational institutions, must abide by Education Code 42127, including the responsibility to develop a budget calendar that shall guide the District through the fiscal year.

As a requirement of all Local Educational Agencies (LEAs), Eden Area ROP must adopt a budget by July 1st of each year. Per Education Code 42127, it states that county superintendents are required to examine the adopted budget for each school district to “determine whether it complies with standards and criteria adopted by the state board [and] shall identify, if necessary, technical corrections that are required to be made to bring the budget into compliance with those standards and criteria...” and to “determine whether the adopted budget will allow the school district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the school district to satisfy its multiyear financial commitments.” Furthermore, it states that the “county superintendent of schools shall either conditionally approve or disapprove a budget that does not provide adequate assurance that the school district will meet its current and future obligations...”

CURRENT SITUATION

Therefore, the Eden Area ROP is using Education Code 42127, applying the State's budget cycle, to guide the Budget Development Calendar for the 2023-2024 school year.

CONSENT CALENDAR

BUDGET DEVELOPMENT CALENDAR

Preparation for FY 2023-2024 Budget (in progress during the 2022-2023 School Year)

PHASE I	
Thursday, September 1, 2022	Board approves 2021-2022 Unaudited Actuals Report
Thursday, September 15, 2022	Submit 2021-2022 Unaudited Actuals Report and supplementals to ACOE
Monday, December 5, 2022	Board approves 2022-2023 First Interim Report
Thursday, December 15, 2022	Submit 2022-2023 First Interim Report and supplementals to ACOE
Wednesday, January 18, 2023	School Services of California - Governor's Budget Workshop in Sacramento
Monday, January 23, 2023	Define budget priorities
Tuesday, January 24, 2023	Distribute current budget information and forms to administrators
Thursday, February 2, 2023	Board approves the budget development calendar for FY 2023-2024
Monday, February 6, 2023	Intent to return letter sent to staff
Friday, February 17, 2023	Intent to return letters due back to Human Resources
Thursday, March 2, 2023	Board approves 2022-2023 Second Interim Report
Friday, March 3, 2023	Administrators submit proposed budgets to Business Services
Monday, March 13, 2023	Superintendent and Fiscal Services Administrator review all budgets
Wednesday, March 15, 2023	Submit 2022-2023 Second Interim Report and supplementals to ACOE
Friday, March 17, 2023	Step & column and professional growth calculated and distributed to administrators
Monday, April 10, 2023	Teachers' contracts distributed
Monday, April 21, 2023	Teachers' contracts returned

PHASE II	
Monday, April 17, 2023	Outside contract renewals for FY 2023-2024 begins
Monday, May 1, 2023	Purchase Orders close out process begins for FY 2022-2023
Friday, May 19, 2023	Governor's May Revise Budget
Friday, June 9, 2023	Conduct public hearing and Board approves 2023-2024 Adopted Budget Report
Friday, June 30, 2023	Submit 2023-2024 Adopted Budget Report and supplementals to ACOE

PHASE III	
Thursday, September 7, 2023	Board approves 2022-2023 Unaudited Actuals Report
Thursday, September 14, 2023	Submit 2022-2023 Unaudited Actuals Report and supplementals to ACOE
Friday, September 15, 2023	Update beginning fund balance and balance restricted prior FY carryovers

PHASE IV	
Thursday, December 7, 2023	Board approves 2023-2024 First Interim Report
Friday, December 15, 2023	Submit 2023-2024 First Interim Report and supplementals to ACOE
Thursday, March 7, 2024	Board approves 2023-2024 Second Interim Report
Friday, March 15, 2024	Submit 2023-2024 Second Interim Report and supplementals to ACOE



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with American Fidelity to provide Section 125 Flexible Benefit Plan Services for the 2023 Calendar Year

BACKGROUND

The Eden Area ROP uses American Fidelity as its Section 125 Flexible Benefit Plan provider. Annually, said plan is re-serviced to comply with the Internal Revenue Service regulations because it is necessary that the information contained in the plan document be accurate.

CURRENT SITUATION

Attached is the re-serviced Section 125 Flexible Benefit Plan with an effective date of amendment of 01/01/2023.

CONSENT CALENDAR

SAMPLE PLAN DOCUMENT

SECTION 125

FLEXIBLE BENEFIT PLAN

The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	Eden Area Regional Occupational Programs
Address:	26316 Hesperian Blvd HAYWARD, CA 94545
Employer Identification Number:	94-3158083
Nature of Business:	Public School
Name of Plan:	Eden Area Regional Occupational Programs Flexible Benefit Plan
Plan Number:	501
Plan Description:	All Employees

B. EFFECTIVE DATE

Original effective date of the Plan:	July 1, 1999
If Amendment to existing plan, effective date of amendment:	January 1, 2023

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following employment. Eligible employees include active employees and retired persons who receive an early retirement stipend from the District.
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Retiree Wording:	N/A
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Minimum Hours:	All employees with 7.5 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
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Age:	Minimum age of 18.0 years.
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D. PLAN YEAR

The current plan year will begin on January 1, 2023 and end on December 31, 2023.
Each subsequent plan year will begin on January 1 and end on December 31.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. AVAILABLE BENEFITS: Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)
American Fidelity Assurance Company Accident Only | CalPERS |
Eligibility Requirements for Participation, if different than Item C.
2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

American Fidelity Assurance Company 017 Kind Series |
Eligibility Requirements for Participation, if different than Item C.
3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company C-5, C-12 daily and all subsequent plans |
Eligibility Requirements for Participation, if different than Item C.
4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

Delta Dental | Vision Service Plan |
Eligibility Requirements for Participation, if different than Item C.
5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

American Fidelity Assurance Company 5 Year Term | Life Insurance Company of the SW Variable Annuity Life | Nationwide American Life and Casualty | U S Life Great American Life | Western-Southern Life Assurance Company Northern Life Insurance |

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may not exceed \$50,000.
Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - **\$0.00** per Plan Year

Maximum Contribution - **\$5000.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **\$0.00** per Plan Year or a Prorated Amount for a Short Plan Year.

Maximum Coverage - **\$2850.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

Carryover Maximum: \$ per Plan Year.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) are not elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **N/A**

Maximum Contribution – N/A

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

9. **Temporary COVID Relief Amendment**—The Plan permits the following Changes in accordance with Section XIV of the Plan, and as selected by the Employer.

CARES Act Carryover Increase

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted Nov 10, 2022.

Eden Area Regional Occupational Programs -
(Name of Employer)

Signed By: 

Title: Human Resources Administrator

APPENDIX A

Related Employers that have adopted this Plan

Name(s):

N/A

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII

PD – 0820 Document ID # 151583MCP #38343 Effective Date:01/01/2023 10/25/22 8:40 AM

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).

2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.

2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to \$550, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars (\$5).

2.03 **Code** Internal Revenue Code of 1986, as amended.

2.04 **Dependent** Any of the following:

(a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and

(d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 **Effective Date** The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06 **Elective Contribution** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

2.07	Eligible Employee	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	Employee	Any person employed by the Employer on or after the Effective Date.
2.09	Employer	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	Employer Contributions	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	Entry Date	The date that an Employee is eligible to participate in the Plan.
2.12	ERISA	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	Fiduciary	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	Health Savings Account	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	HSA Trustee	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	Highly Compensated	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	High Deductible Health Plan	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	HIPAA	The Health Insurance Portability and Accountability Act of 1996, as amended.

2.19	Insurer	Any insurance company that has issued a policy pursuant to the terms of this Plan.
2.20	Key Employee	Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
2.21	Non-Elective Contribution	A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
2.22	Participant	An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
2.23	Plan	The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
2.24	Plan Year	The Plan Year as specified in Item D of the Adoption Agreement.
2.25	Policy	An insurance policy issued as a part of this Plan.
2.26	Preventative Care	Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
2.27	Recordkeeper	The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
2.28	Related Employer	Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an

Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the

coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
 - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change

in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.

- (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
- (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the

date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
 - the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to

apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
 - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
 - (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply.

Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
 - b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
 - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
 - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.
- "Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.
- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
 - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

- 10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.
- 10.03 TERMS, CONDITIONS AND LIMITATION:
- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.

- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not “employee welfare benefit plans” for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
- b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
- c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.
- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
 2. reference to the specific Plan provision on which the denial is issued;
 3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
 4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.
- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;

- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 CONSTRUCTION:

- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
- b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

SECTION XIV

TEMPORARY COVID RELIEF AMENDMENT

- 14.01 PURPOSE: In accordance with changes permitted under The Coronavirus Aid, Relief, and Economic Security Act, 2020, IRS Notice 2020-29, The Consolidated Appropriations Act, 2021, and IRS Notice 2021-15, Employer selected modifications to Plan language and procedures consistent with the following Plan options, as applicable. Notwithstanding any provision of the Plan to the contrary, as elected by the Employer in Item F of the Adoption Agreement, the Plan is hereby amended to adopt the following:
- a. Extended Claims Period: For unused amounts remaining in a Medical Expense Reimbursement Plan or a Dependent Care Reimbursement Plan under the Section 125 Plan as of the end of a grace period or plan year ending in 2020, the Participants may apply those unused amounts to pay or reimburse medical care expenses or dependent care expenses, respectively, incurred through December 31, 2020.
 - b. Mid-Year Election Changes: Each Participant who is eligible to make salary reduction contributions under the Plan may make prospective election changes (including an initial election) during calendar year 2020 regarding Group Medical Insurance, a Medical Expense Reimbursement Plan, or a Dependent Care Reimbursement Plan, regardless of whether the basis for the election change satisfies the criteria set forth in regular election change rules.
 - c. Mid-Year Election Changes for Medical Expense Reimbursement Plan: For plan years ending in 2021, Participants may modify their Medical Expense Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
 - d. Mid-Year Election Changes for Dependent Care Reimbursement Plan: For plan years ending in 2021, Participants may modify their Dependent Care Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
 - e. Extended Grace Period: For plan years ending in 2020 and/or 2021, the grace period for Medical Expense Reimbursement Plan and/or Dependent Care Reimbursement Plan is extended to 12 months.
 - f. Unlimited Carryover for Medical Expense Reimbursement Plan: All unused funds in the Medical Expense Reimbursement Plan may be carried over to 2021 (from plan year 2020) and/or 2022 (from plan year 2021). There is no carryover maximum.
 - g. Dependent Care Reimbursement Plan Age Increase: For Participants enrolled in the Dependent Care Reimbursement Plan for the 2020 Plan Year, the maximum age for children is extended from age 12 to age 13 when paying or reimbursing dependent care expenses incurred during the 2020 Plan Year. Additionally, amounts remaining at the end of the run-out period for the 2020 Plan Year shall be available to pay or reimburse otherwise-eligible dependent care expenses incurred during the 2021 Plan Year for a child who attained age 13 during the 2020 Plan Year (until the child turns age 14) or for another child who turns age 13 during the 2021 Plan Year.
 - h. Reimbursement for Non-Active Participants: Participants who cease participation in a Medical Expense Reimbursement Plan during 2020 or 2021 (for example, due to termination of employment) may continue to receive reimbursements from unused balances through the end of the plan year in which such participation ceased (including any grace period).
 - i. Dependent Care Reimbursement Plan Maximum Increase: For the 2021 calendar year only, Dependent Care Reimbursement Plan maximums may be increased to \$10,500 per family (\$5,250 for married individuals filing a joint return).

Eden Area Regional Occupational Programs







Section 125 Plan Document

Final Audit Report

2022-11-10

Created:	2022-10-25
By:	Ashley Jimenez (Ashley.Jimenez@americanfidelity.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM-9ynLRTqpgYI3iotUvDjwheD-UWZVIU

"Eden Area Regional Occupational Programs Section 125 Plan Document" History

-  Document created by Ashley Jimenez (Ashley.Jimenez@americanfidelity.com)
2022-10-25 - 5:06:00 PM GMT
-  Document emailed to Mercedes Henderson (mhenderson@edenrop.org) for signature
2022-10-25 - 5:06:28 PM GMT
-  Email viewed by Mercedes Henderson (mhenderson@edenrop.org)
2022-11-10 - 0:00:33 AM GMT
-  New document URL requested by Mercedes Henderson (mhenderson@edenrop.org)
2022-11-10 - 0:01:15 AM GMT
-  Document e-signed by Mercedes Henderson (mhenderson@edenrop.org)
Signature Date: 2022-11-10 - 3:44:06 PM GMT - Time Source: server
-  Agreement completed.
2022-11-10 - 3:44:06 PM GMT



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Addendum to the MOU with the California Homebuilding Foundation (CHF) to manage the Building Industry Technology Academy (BITA) from August 2022 through November 2024

BACKGROUND

The California Building Industry Foundation (CBIF) was founded in 1978 by the California Building Industry Association (CBIA) and renamed as the California Homebuilding Foundation (CHF) in 2007.

The Foundation was created to house a widespread college scholarship program for students majoring in homebuilding and construction-related fields, dedicated to pursuing long-term careers in the industry.

The Building Industry Technology Academy (BITA) high school construction trades curriculum, created by the Building Industry Association of Orange County (BIAOC) in 2002, was acquired by CHF in 2012.

CURRENT SITUATION

The Eden Area ROP would like to continue partnering with BITA, a four-year construction trades training curriculum offered as a Career Technical Education (CTE) program. The curriculum and support services are provided to California high schools by the California Homebuilding Foundation (CHF). BITA has a-g approved program status with the University of California.

Our students will develop their career portfolio, participate in field trip experiences at industry sites, be exposed to networking opportunities with local businesses, and take advantage of internship opportunities. The original MOU was Board approved at the August 6, 2020, Governing Board meeting. The previous addendum was approved on February 3, 2022, through August 31, 2022. This current addendum we are providing is to extend the term agreement for 24 months through November 30, 2024. All terms and provisions from the original MOU also apply to the attached Addendum.

Fiscal Impact: Program provides \$5,000 towards materials for Construction Technology Program.

CONSENT CALENDAR

ADDENDUM
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN ACTION
FOR THE **CALIFORNIA HOMEBUILDING FOUNDATION & EDEN AREA ROP** (DISTRICT).

This document constitutes an Addendum to Section 1 of the agreement by and between the **CALIFORNIA HOMEBUILDING FOUNDATION** and **Eden Area ROP** (DISTRICT) signed on November 30, 2022.

The objective of this Addendum is to extend the term agreement for an additional twenty-four (24) Months, with option to renew on November 30, 2024 DATE November 30, 2022.

All terms and provisions from the original MOU also apply to this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by and through their authorized officers as of the day, month and year first written above.

**FOR CALIFORNIA HOMEBUILDING
FOUNDATION:**

By: _____

Terri Brunson
Executive Director
California Homebuilding Foundation (CHF)
1215 K Street, #1200
Sacramento, CA 95814
(916) 340-3340
tbrunson@mychf.org

FOR DISTRICT:

By: _____

Manuschka Michaud
Principal
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545
510-293-2904
mmichaud@edenrop.org

INFORMATION ITEMS



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Brigitte Luna, Director of Educational Services
SUBJECT: ROP Pathway Review-Public Safety

BACKGROUND

The state of California has identified 15 industry sectors. Each sector contains multiple career pathways in which to develop programs of study. It is up to individual school districts and the region's corresponding colleges and businesses to conduct research into the needs of the industry and determine which sectors and careers can best serve the students, industry and community. Pathways available vary by each district.

Formerly, the pathway reviews were presented to the Governing Board under the title "CDE Course Review." The Eden Area ROP has renamed the CDE Course Reviews to Pathway Reviews to more accurately reflect the information being shared with the Board and to align with the current terminology used by the state. Pathways reviews are presented to the Governing Board biennially.

CURRENT SITUATION

The Public Safety pathway is under the Public Services sector. The Public Safety pathway prepares students with a broad-based foundational knowledge in careers that involve public safety. The educational foundation will assist students who wish to pursue related professional training at the postsecondary level. Students will gain experience through classroom instruction, hands-on training, and community exercises. The evolving integration of state public safety organizations, their connections with federal and state intelligence and security agencies, interoperability and coordination of effort, and the shared mission to protect the public in a post-9/11 world are areas of emphasis for the pathway. The careers included in this pathway primarily address law enforcement services, homeland and cyber security services, and correctional services. The attached pathway review is for the following program(s): Careers in Law, Forensics, and Public Safety IP/IIP (ROP Center) and Careers in Law & Public Safety IP/IIP (San Lorenzo High).

RECOMMENDATION

Information only

Criteria for Course Approval and Expansion Annual Review

For Class offerings 2021-2022 School Year

SCHOOL DISTRICT:		EDEN AREA ROP		LOCATION:		Eden Area ROP	
PATHWAY:		Public Safety				INSTRUCTORS:	
		Ashley Auguste					
Course Name		Enrollment as of 21-22 Year to Date		Enrollment as of 20-21 Year to Date		Enrollment as of 19-20 Year to Date	
Careers in Law, Forensics, and Public Safety IP		30		39		57	
Careers in Law, Forensics, and Public Safety IIP		10		6		N/A	
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 							
Textbook: Criminal Justice Today: An Introductory Text for the 21 st Century						Edition: 16 th	
NO.	YES	NO					
1.	X		ENROLLMENT – Course meets current or future labor market news. CLASS SCHEDULE: AM/PM SECTIONS PER YEAR: MINS PER SECTION: EXPECTED MINIMUM STUDENTS PER SECTION:				
			2 (Center) 2 (Center) 3hrs Center 25+				
2.	X		AVAILABILITY OF QUALIFIED INSTRUCTOR – Qualified/ Credentialed Instructor teaching course.				
3.	X		LEADERSHIP – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.				
4.	X		CURRICULUM and INSTRUCTION – Students are provided with a strong experience in and understanding of all aspects of industry.				
5.	X		SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is designed as part of a sequence of courses, career pathways, etc.				
6.	X		ADVISORY COMMITTEE – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.				
7.	X		LABOR MARKET NEEDS – Course meets current or future labor market needs.				
8.	X		WORK BASED LEARNING – Course incorporates work based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)				
9.		X	COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)				
10.	X		JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.				
11.	X		FACILITIES AND EQUIPMENT ACCOMMODATION <input type="checkbox"/> District will provide a facility which adequately accommodates the program. <input checked="" type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.				
OTHER CONSIDERATIONS:							
<input checked="" type="checkbox"/> A-G Credit for UC				<input type="checkbox"/> State and National Licensing or Certification			
<input checked="" type="checkbox"/> Community College Articulation				<input checked="" type="checkbox"/> Strong Business or Industry Partnership			
<input type="checkbox"/> Dual Enrollment				<input type="checkbox"/> Emerging Technologies -			
COMPLIANCE CATEGORIES							
<input checked="" type="checkbox"/> R – Retain Program: Program meets all criteria.		<input type="checkbox"/> W - Watch Program: All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> P - Probation: Criteria is not being met. Program in danger of suspension.		<input type="checkbox"/> R – Reduce Program: Downsizing program.	
						<input type="checkbox"/> S/T - Suspend/ Terminate program.	

SCHOOL DISTRICT:	EDEN AREA ROP	LOCATION:	San Lorenzo High		
PATHWAY:	Public Safety		INSTRUCTORS:	Michael O'Connell	
Course Name		Enrollment as of 21-22 Year to Date	Enrollment as of 20-21 Year to Date	Enrollment as of 19-20 Year to Date	
Careers in Law and Public Safety IP		139	128	155	
Careers in Law and Public Safety IIP		29	33	28	
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 					
Textbook: Criminal Justice Today: An Introductory Text for the 21 st Century Edition: 16 th					
NO.	YES	NO			
1.	X		ENROLLMENT – Course meets current or future labor market news. CLASS SCHEDULE: AM/PM SECTIONS PER YEAR: MINS PER SECTION: EXPECTED MINIMUM STUDENTS PER SECTION: Varies Varies 60-90 Min 25+		
2.	X		AVAILABILITY OF QUALIFIED INSTRUCTOR – Qualified/ Credentialed Instructor teaching course.		
3.	X		LEADERSHIP – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.		
4.	X		CURRICULUM and INSTRUCTION – Students are provided with a strong experience in and understanding of all aspects of industry.		
5.	X		SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is designed as part of a sequence of courses, career pathways, etc.		
6.	X		ADVISORY COMMITTEE – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.		
7.	X		LABOR MARKET NEEDS – Course meets current or future labor market needs.		
8.	X		WORK BASED LEARNING – Course incorporates work based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)		
9.		X	COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)		
10.	X		JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.		
11.	X		FACILITIES AND EQUIPMENT ACCOMMODATION <input checked="" type="checkbox"/> District will provide a facility which adequately accommodates the program. <input type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.		
OTHER CONSIDERATIONS:					
<input checked="" type="checkbox"/> A-G Credit for UC			<input type="checkbox"/> State and National Licensing or Certification		
<input checked="" type="checkbox"/> Community College Articulation			<input checked="" type="checkbox"/> Strong Business or Industry Partnership		
<input type="checkbox"/> Dual Enrollment			<input type="checkbox"/> Emerging Technologies -		
COMPLIANCE CATEGORIES					
<input checked="" type="checkbox"/> R – Retain Program: Program meets all criteria.		<input type="checkbox"/> W - Watch Program: All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> P - Probation: Criteria is not being met. Program in danger of suspension.	
				<input type="checkbox"/> R – Reduce Program: Downsizing program.	
				<input type="checkbox"/> S/T - Suspend/ Terminate program.	

DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Midyear Review of the Superintendent's Goals

BACKGROUND

Each year the Governing Board develops goals for the Superintendent. The goals are designed to set a path for moving the organization forward and serve as the basis for the Superintendent's evaluation at the end of the school year.

CURRENT SITUATION

The Superintendent will provide an update on the progress and status of the goals identified for this school year.

RECOMMENDATION

Information only

SUPERINTENDENT'S GOALS 2022-2023

Reinforce EAROP Organizational Infrastructure and Communication

- Develop a cohesive strategic plan that is guided by the Mission Statement, Student Learning Outcomes, and stakeholder input to allow for priority-driven decision making
- Develop and/or codify stakeholder input mechanisms for program assessment and evaluation
- Through technological platforms, expand EAROP brand and message
- Continue to develop strategic partnerships that enhance student learning and student outcomes

Maintain and Refine High Quality CTE Programming

- Continue to assess and refine high quality CTE programs based on student need
- Expand high impact partnerships with industry, with the community and other government agencies
- Focus on instructional practices and student outcomes
- Coordinate growth and development of adult programming

Enhance Systems to Support the Success of All Students

- Become an anti-racist and anti-bias organization to ensure that all students and staff feel a sense of belonging
- Expand the use of technology as a tool for supporting student success, and monitoring student success
- Build systems and infrastructure to support students' social-emotional learning and wellbeing
- Broaden student support efforts by engaging Classified Staff in initiatives

Fiscal and Resource Management, Leadership and Innovation

- Continue to develop strategic partnerships aligned to funding opportunities and identify grants aligned to the EAROP mission
- Identify and address long-term funding challenges to support outcomes for partner districts and their students
- Address EAROP campus technological, site safety and physical plant needs.
- Continue organizational responsiveness to the impact of the COVID-19 Pandemic to ensure safety of students and staff while prioritizing in-person instruction.

DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: First Reading of Governing Board Policies, Administrative Regulations and Board Bylaw

BACKGROUND

By law, districts are mandated to adopt policies and administrative regulations to help ensure that districts are legally compliant. New laws are passed by the legislature and congress every year and our policies can quickly become out-of-date. The last thorough review of all of the Eden Area ROP Governing Board policies and administrative regulations occurred in the 2019-2020 school year.

Since then, the Eden Area ROP has contracted with California School Boards Association (CSBA) to receive regular updates and suggested policy language for any additions, changes, or modifications to educational code that impacts policy. Staff regularly review these updates and bring relevant changes to the board for their consideration throughout the year.

The Eden Area ROP's policy development process includes a first reading at a public Governing Board meeting and a subsequent second reading and adoption for Board approval at a public Governing Board meeting.

CURRENT SITUATION

What follows is the first reading of updated board policies, administrative regulations, and board bylaws to reflect current law and regulations provided in CSBA's quarterly update.

NUMBER	TYPE	TITLE	STATUS
0450	BP	Comprehensive Safety Plan	Revise
0450	AR	Comprehensive Safety Plan	Revise
3250	BP	Transportation Fees	New
3250	AR	Transportation Fees	New
3260	AR	Fees and Charges	Revise
3460	BP	Financial Reports and Accountability	Revise
3460	AR	Financial Reports and Accountability	Revise
3515	BP	Campus Security	Revise
5131.7	BP	Weapons and Dangerous Instrument	Revise
5131.7	AR	Weapons and Dangerous Instrument	Revise
9323	BB	Meeting Conduct	Revise

RECOMMENDATION



EdenAreaROP SUPERINTENDENT'S MEMO

To: Eden Area ROP Governing Board
From: Blaine Torpey, Superintendent
Date: February 2, 2023
Re: First Reading of Board Policies, Administrative Regulations and Board Bylaw

Listed below is a summary of the changes being recommended to Board Policies (BP), Administrative Regulations (AR) and Board Bylaw (BB) for the consideration of the Board.

Number	Type	Title	Explanation of Change	Status
0450	BP	Comprehensive Safety Plan	Policy updated to clarify language related to approval of the tactical response plan and add material regarding the district's requirement to provide data to the California Department of Education pertaining to lockdown or multi-option response drills conducted at district schools.	Revise
0450	AR	Comprehensive Safety Plan	Regulation updated to reflect NEW LAW (SB 906, 2022) which requires, starting with the 2023-24 school year, districts to include in the annual notification to parents/guardians information related to the safe storage of firearms, and for certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement. Regulation also updated to reflect NEW LAW (AB 1352, 2021) which authorizes districts to request the Military Department, in consultation with the California Cybersecurity Integration Center (Cal-CSIC), to perform an independent security assessment of the district or an individual district school and NEW LAW (AB 2355, 2022) which requires districts that experience a cyberattack, which impacts more than 500 students or personnel, to report the cyberattack to Cal-CSIC. Additionally, regulation updated to include in the optional list of comprehensive safety plan components (1) strategies aimed at preventing potential incidents involving crime and violence on school campuses, (2) provision of safety	Revise

			materials and emergency communications in language(s) understandable to parents/guardians, (3) procedures for the early identification and threat assessment of, and appropriate response to, suspicious and/or threatening digital media content, (4) district policy and/or plan related to pandemics, (5) communication with parents/guardians regarding unification plans and necessity of cooperating with first responders, and (6) continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible.	
3250	BP	Transportation Fees	Policy updated to reflect NEW LAW (AB 181, 2022) which exempts a student classified as unduplicated from paying a fee for transportation. The policy is also updated to include an optional waiver of transportation fees for any group of district students, at the recommendation of the Superintendent. Also, the provision regarding privacy moved from AR to BP.	New
3250	AR	Transportation Fees	Regulation updated to add that bus passes shall be sold electronically, if available, and removed language related to income eligibility that is no longer relevant. Moved provision regarding privacy to the Board Policy and deleted it from Administrative Regulation.	New
3260	AR	Fees and Charges	Regulation updated to reflect NEW LAW (AB 181, 2022) which prohibits charging the parent of an unduplicated student a fee for transportation, removed policy related to the sale or lease of personal computers or internet appliances because of the increased use of technology in the modern classroom, changed terminology from "homemaking" to "family and consumer sciences," and reflect NEW LAW (AB 130, 2021) which requires a district to provide a free breakfast and lunch daily to any student who requests a meal.	Revise
3460	BP	Financial Reports and Accountability	Policy updated to reflect the predictors of fiscal distress as identified by FCMAT	Revise

			in its 2019 "Indicators of Risk or Potential Insolvency." Updated policy also revised to reflect the law more clearly with respect to studies, reports, evaluations, and audits, that the County Superintendent of Schools is required or authorized to consider when reviewing a district's budget.	
3460	AR	Financial Reports and Accountability	Regulation updated to add a new section - "Lease Accounting," to reflect GASB Statement 87 which, starting June 15, 2021, changed the rules for the financial reporting of governmental entities' leases, including the rules for the recognition, measurement, and disclosure of such leases in financial statements.	Revise
3515	BP	Campus Security	Policy updated to include that the district regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure and the monitoring and response to suspicious and/or threatening digital media content. Policy also updated to reflect NEW LAW (SB 906, 2022) which requires certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement. Additionally, policy also updated to include that anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator, and that school site council's be included with other stakeholders when identifying appropriate locations for the placement of surveillance cameras.	Revise
5131.7	BP	Weapons and Dangerous Instrument	Policy updated to (1) expand the concept of district provided transportation, (2) reflect NEW LAW (SB 906, 2022) which requires certificated	Revise

			and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement, (3) move language regarding student suspension and expulsion in order to keep related content together, and (4) add language regarding staff training to align with staff responsibilities to report potential homicidal acts. Regulation also updated to add headings for the Options regarding tear gas or tear gas weapons, and to emphasize that for districts that allow students to bring tear gas or tear gas weapons to school, the student needs to either be accompanied by, or have the written consent, of a parent/guardian.	
5131.7	AR	Weapons and Dangerous Instrument	Regulation updated to expand the list of prohibited weapons and dangerous instruments to include additional items that are listed in law.	Revise
9323	BB	Meeting Conduct	Bylaw Updated to reflect NEW LAW (SB 1100, 2022) which authorizes the Board President to remove an individual for disrupting a Board meeting, establishes a procedure for warning the individual prior to their removal, and defines "disrupting" and "true threat of force."	Revise

Policy 0450: Comprehensive Safety Plan

Status: DRAFT

Original Adopted Date: 03/05/2020

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Governing Board is fully committed to maximizing school safety and to creating a positive learning environment that promotes student safety includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

{cf. 0410 – Nondiscrimination in District Programs and Activities}

{cf. 1312.3 – Uniform Complaint Procedures}

{cf. 3515 – Campus Security}

{cf. 3515.2 – Disruptions}

{cf. 3515.3 – District Police/Security Department}

{cf. 3515.7 – Firearms on School Grounds}

{cf. 5131 – Conduct}

{cf. 5131.2 – Bullying}

{cf. 5131.4 – Student Disturbances}

{cf. 5131.41 – Use of Seclusion and Restraint}

{cf. 5131.7 – Weapons and Dangerous Instruments}

{cf. 5136 – Gangs}

{cf. 5137 – Positive School Climate}

{cf. 5138 – Conflict Resolution/Peer Mediation}

{cf. 5144 – Discipline}

{cf. 5144.1 – Suspension and Expulsion/Due Process}

{cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities)}

{cf. 5145.3 – Nondiscrimination/Harassment}

{cf. 5145.7 – Sexual Harassment}

{cf. 5145.9 – Hate-Motivated Behavior}

The Superintendent or designee shall oversee the development of a districtwide comprehensive safety plan that is applicable to the Eden Area ROP Center. (Education Code 32281)

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Governing Board shall review and approve the comprehensive school safety plan in order to ensure that the plan addresses the needs of the needs of the students within the school, including assuring each student a safe physical environment and a safe, respectful, accepting, and emotionally nurturing environment compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Access to Safety Plan(s) Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

(cf. 1340 – Access to District Records)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

Description

5 CCR 11987-11987.7	School Community Violence Prevention Program requirements
5 CCR 11992-11993	Definition; persistently dangerous schools
CA Constitution Article 1, Section 28	Right to Safe Schools - https://simbli.eboardsolutions.com/SU/4uKslshNEFWJwiWPc9Z3j2hmaA==
Ed. Code 200-262.4	Prohibition of discrimination - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAAbNL6kKkgxQ==
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 32270	School safety cadre
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32290	Safety devices
Ed. Code 35147	School site councils and advisory committees
Ed. Code 35183	School dress code; uniforms
Ed. Code 35266	Reporting of cyber attacks
Ed. Code 35291	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 41020	Requirement for annual audit
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49079	Notification to teacher; student act constituting grounds for suspension or expulsion
Ed. Code 49390-49395	Homicide threats
Ed. Code 67381	Availability of information regarding crimes
Gov. Code 11549.3	Independent security assessment
Gov. Code 54957	Closed session meetings for threats to security
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 626.8	Disruptions

Federal References

20 USC 7111-7122
 20 USC 7912
 42 USC 12101-12213
 6 USC 665k

Description

Student support and academic enrichment grants
 Transfers from persistently dangerous schools
 Americans with Disabilities Act
 Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources References

CSBA Publication
 CSBA Publication
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 CSBA Publication
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 Federal Bureau of Investigation Publication
 U.S. DOE Publication
 U.S. Secret Service & DOE Publication

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Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010
 Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
 Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
 Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
 Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
 Uniform Crime Reporting Handbook, 2004
 Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
 Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
 California Military Department -
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 California Department of Technology, Independent Security Assessment -
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 U.S. Department of Homeland Security, Fusion Centers -
<https://simbli.eboardsolutions.com/SU/PSVyV1hfKjpmRQXd5vTBKQ==>
 California State Threat Assessment System -
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 CSBA District and County Office of Education Legal Services -
<https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIshXk6R5akQ==>
 U.S. Secret Service, National Threat Assessment Center -
<https://simbli.eboardsolutions.com/SU/NUPoxzrpAlpluswbl4nWGFfA==>
 Centers for Disease Control and Prevention -
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 Federal Bureau of Investigation -
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 National Center for Crisis Management -
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 National School Safety Center -
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 California Department of Education, Safe Schools -
<https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QP0821fOy9pg==>
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Cross References

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0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/e50nGqNuG7jQfN4N7E4QNA==
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1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/Ukztn8obv2wvHYrt6YyrXQ==
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3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/tJ0zTslshslshNJ5llr4szPnCZmw==
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9011	Disclosure Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/plusFernMK4TDjaWmZ9vAOBbw==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/epluscslshSHGeOfxjLy5RtT9plusEw==
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Regulation 0450: Comprehensive Safety Plan

Status: DRAFT

Original Adopted Date: 06/07/2012 | Last Revised Date: 03/05/2020

Content of the Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of school crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, data on reports of school crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

~~{cf. 0500 – Accountability}~~

~~{cf. 0510 – School Accountability Report Card}~~

The plan also shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including the following that apply: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164

~~{cf. 5141.4 – Child Abuse Prevention and Reporting}~~

2. Routine and emergency disaster procedures including, but not limited to:

a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act

~~{cf. 6159 – Individualized Education Program}~~

b. An earthquake emergency procedure system in accordance with Education Code 32282

~~{cf. 3516 – Emergencies and Disaster Preparedness Plan}~~

~~{cf. 3516.3 – Earthquake Emergency Procedure System}~~

c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

~~{cf. 1330 – Use of School Facilities}~~

~~{cf. 3516.1 – Fire Drills and Fires}~~

~~{cf. 3516.2 – Bomb Threats}~~

~~{cf. 3516.5 – Emergency Schedules}~~

~~{cf. 3543 – Transportation Safety and Emergencies}~~

3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts which would lead to suspension, expulsion, or mandatory expulsion recommendations

~~{cf. 5131.7 – Weapons and Dangerous Instruments}~~

~~{cf. 5144.1 – Suspension and Expulsion/Due Process}~~

~~{cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities)}~~

4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079

~~{cf. 4158/4258/4358 – Employee Security}~~

5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to

Education Code 200-262.4

{cf. 0410 – Nondiscrimination in District Programs and Activities}

{cf. 1312.3 – Uniform Complaint Procedures}

{cf. 4119.11/4219.11/4319.11 – Sexual Harassment}

{cf. 5145.3 – Nondiscrimination/Harassment}

{cf. 5145.7 – Sexual Harassment}

67. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school

{cf. 5142 – Safety}

78. A safe and orderly school environment conducive to learning

{cf. 5137 – Positive School Climate}

89. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5

{cf. 5144 – Discipline}

9. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions

10. Hate crime reporting procedures

{cf. 5145.9 – Hate-Motivated Behavior}

Among the strategies for providing a safe environment, the school safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution

{cf. 5138 – Conflict Resolution/Peer Mediation}

{cf. 6141.2 – Recognition of Religious Beliefs and Customs}

2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations

{cf. 5113 – Absences and Excuses}

{cf. 5113.1 – Chronic Absence and Truancy}

{cf. 5131 – Conduct}

{cf. 5136 – Gangs}

3. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education and literacy, character/values education, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence

{cf. 6142.3 – Civic Education}

{cf. 6142.4 – Service Learning/Community Service Classes}

{cf. 6142.8 – Comprehensive Health Education}

4. Parent/guardian involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus

{cf. 1240 – Volunteer Assistance}

~~{cf. 5020 – Parent Rights and Responsibilities}~~

~~{cf. 6020 – Parent Involvement}~~

5. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students

~~{cf. 5131.6 – Alcohol and Other Drugs}~~

~~{cf. 5131.61 – Drug Testing}~~

~~{cf. 5131.62 – Tobacco}~~

~~{cf. 5131.63 – Steroids}~~

6. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction

~~{cf. 1020 – Youth Services}~~

7. Eden Area ROP policy related to prohibiting the possession of firearms and summunion on school grounds

87. Procedures for responding to the release of a pesticide or other toxic substance from properties located within one-quarter mile of the school

~~{cf. 3514.1 – Hazardous Substances}~~

~~{cf. 3514.2 – Integrated Pest Management}~~

98. Procedures for receiving verification from law enforcement that a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime

~~{cf. 5116.1 – Intradistrict Open Enrollment}~~

109. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for the closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus

~~{cf. 1250 – Visitors/Outsiders}~~

~~{cf. 3515 – Campus Security}~~

~~{cf. 3515.3 – District Police/Security Department}~~

~~{cf. 3530 – Risk Management/Insurance}~~

~~{cf. 5112.5 – Open/Closed Campus}~~

~~{cf. 5131.5 – Vandalism and Graffiti}~~

11. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff

1210. Crisis prevention and intervention strategies, which may include the following:

a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate

~~{cf. 3515.2 – Disruptions}~~

~~{cf. 3515.5 – Sex Offender Notification}~~

(cf. 5131.4 – Student Disturbances)

b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)

c. Assignment of staff members responsible for each identified task and procedure

d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan

e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media

(cf. 1112 – Media Relations)

(cf. 9010 – Public Statements)

f. Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders

g. Development of a method for the reporting of violent incidents

h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

11. Staff development in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

13. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants

14. Continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

5 CCR 11987-11987.7

5 CCR 11992-11993

CA Constitution Article 1, Section 28

Ed. Code 200-262.4

Ed. Code 32260-32262

Ed. Code 32270

Ed. Code 32280-32289.5

Ed. Code 32290

Ed. Code 35147

Ed. Code 35183

Ed. Code 35266

Ed. Code 35291

Description

School Community Violence Prevention Program requirements

Definition; persistently dangerous schools

Right to Safe Schools -

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Prohibition of discrimination -

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Interagency School Safety Demonstration Act of 1985

School safety cadre

School safety plans

Safety devices

School site councils and advisory committees

School dress code; uniforms

Reporting of cyber attacks

Rules

Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 41020	Requirement for annual audit
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49079	Notification to teacher; student act constituting grounds for suspension or expulsion
Ed. Code 49390-49395	Homicide threats
Ed. Code 67381	Availability of information regarding crimes
Gov. Code 11549.3	Independent security assessment
Gov. Code 54957	Closed session meetings for threats to security
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 626.8	Disruptions

Federal References

20 USC 7111-7122
20 USC 7912
42 USC 12101-12213
6 USC 665k

Description

Student support and academic enrichment grants
Transfers from persistently dangerous schools
Americans with Disabilities Act
Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources References

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CSBA Publication
CSBA Publication
CSBA Publication
CSBA Publication
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Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
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CSBA District and County Office of Education Legal Services - <https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>

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Website	Centers for Disease Control and Prevention - https://simbli.eboardsolutions.com/SU/bt283HN0JLx8JRqwt3vS3w==
Website	Federal Bureau of Investigation - https://simbli.eboardsolutions.com/SU/ZR2J5FuPNzJN6o3ErxIVQg==
Website	National Center for Crisis Management - https://simbli.eboardsolutions.com/SU/FTuQw2jzeAvzplusxdo695hVQ==
Website	National School Safety Center - https://simbli.eboardsolutions.com/SU/DT4ecTE5xOmkiuXplMccKw==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QP0821fOy9pg==
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Cross References

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0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/e50nGqNuG7jQfN4N7E4ONA==
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5112.5	Open/Closed Campus - https://simbli.eboardsolutions.com/SU/nxKUBo9eEZ6oEeQWr67K9A==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/fKYpybyLqli0I7hVjwHacw==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/x84LCrIHAmRRjLcAUeeozg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/KbUEoIJnKiq98MgNJ6xBEQ==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/ZY58nuoqDXjh1J4aDDpjQQ==
5131	Conduct - https://simbli.eboardsolutions.com/SU/Oc4gCr2h2q4YLamzIkV07Q==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/JcJT8wTaV2slshznaxEFdVjqg==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/KJEhAAzM900qAFyqIY8Uww==
5131.41	Use Of Seclusion And Restraint - https://simbli.eboardsolutions.com/SU/8zs7piRvJtmL3RqslshplusZChKg==
5131.5	Vandalism And Graffiti - https://simbli.eboardsolutions.com/SU/CRSreiGah1ynUzyV6smpyA==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/cloDY1FarL8O01PyPYplusZ3g==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/hFj9y0kjVIsIshQKYzslshVslshyLkw==
5131.61	Drug Testing - https://simbli.eboardsolutions.com/SU/swBwBpVadoX6Bu12Xgt6yQ==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/nKXslshbqgJyyDvAupl0BVblQ==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/H9deq8f6pambbClc9haEog==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/DJSYq8YusIshAlGy3dG37VZgw==
5131.8	Mobile Communication Devices - https://simbli.eboardsolutions.com/SU/92pluseYHKslsh3nV4z1hVD4p4wQ==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/XpL7yioSw0IKNxjRhRzD6g==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/plusf65utUUrgJnCYTRHSpTjw==

5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/urpiwWVuu9UaXbjXiYKMAw==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/QbJVAQdmFtsJCaENTJl98g==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/xPPv1Cal1UnoZR0xeUtuGw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/mkBG513idfpAslshWCzplusbg7A==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/47Nl1nZFwIxBAkiglUxLSg==
5141.4-E PDF(1)	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/w7dygQRxCINI6WdppB70ow==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/abGkpdKF4AuSlcVZOz00lw==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/JsOVYsraiwdGChgeXbWR7Q==
5142	Safety - https://simbli.eboardsolutions.com/SU/s0wxslshzp2nelMI7plus7oY8aWQ==
5142	Safety - https://simbli.eboardsolutions.com/SU/uFiA8ZaTQK0kYnabvRtgJQ==
5144	Discipline - https://simbli.eboardsolutions.com/SU/r6p8cTTa0frJGNZkRU58IA==
5144	Discipline - https://simbli.eboardsolutions.com/SU/KVzvK1B2oqZCSfZin1Rgdw==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/Yrv5M4evDPLNd58qKpYSlw==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fsBunrwmpsHHnBCn2muQplusw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/5EP8MG5FhmIVJZpluscDbKDHW==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/LaRzDg0Z2A4vIvPZOvGdlw==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/VfUPcSJZZtt92oksSX5JGw==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/uufJGZHP3JQkLGtplusT4iecw==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/euTjsH5FkRHgS9FlabDM2g==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/4Sc4QplusYjRnrF0boRrslshnizw==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/faSlGnQyujTfPzj4XpiZPg==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/gwEZwjnjslshDBnbmXH3BRqig==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/S55oZzOb82uslshNakerO4C1g==
6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/6z05MnoFkdc7gpzgDslsh2Ybw==
6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/KUXLptrESajf2Nuplusf8v4LQ==

6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/472k35D3LPA5rQXS3L1eGQ==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/zhyAccgjCdR2q3edglbWOw==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/E7k8DjMmLpwfv3nDWwouGg==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/dcM9LYvUlplusqAHSqmQO2etA==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/TGUvZ9YYeUcMZslsh2KNSSuRw==
9010	Public Statements - https://simbli.eboardsolutions.com/SU/l6HZf3cDYov5XKqeoScPoA==
9011	Disclosure Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/plusFernMK4TDjaWmZ9vAOBbw==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/eplusCslshSHGeOfxjLy5RtT9plusEw==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/MyQpluss80rgctiYYBVNvOKslshg==
9321-E PDF(1)	Closed Session - https://simbli.eboardsolutions.com/SU/RwgA7Wt3wpjixYEyaslshplusvhQ==

Policy 3250: Transportation Fees

Status: DRAFT

Original Adopted Date: Pending

Whenever the cost of providing student transportation exceeds funding provided by the state, the Governing Board may charge fees for home-to-school student transportation and other transportation services as expressly authorized by law.

The Superintendent or designee shall annually submit proposed transportation fee schedules for Board approval.

The transportation fee shall be waived for any student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth. (Education Code 39807.5)

At the recommendation of the Superintendent or designee, the Board may also approve a waiver of a transportation fee for any group of Eden Area Regional Occupational Program (Eden Area ROP) students.

In addition, no charge shall be made for any transportation of a student with a disability. (Education Code 39807.5)

Students receiving free transportation shall not be identified by the use of special bus passes, tickets, lines, seats, or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted, or announced in any manner or used for any purpose other than the transportation program.

The Board shall certify to the County Superintendent of Schools that the Eden Area ROP has levied fees in accordance with law and that, in the event that excess fees have been charged, the fees have been reduced and excess fee revenue eliminated. (Education Code 39809.5)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

	Description
5 CCR 350	Fees not permitted
Ed. Code 10900-10914.5	Community recreation programs - https://simbli.eboardsolutions.com/SU/2plusoOINP9plus8k2kxekeluvFw==
Ed. Code 10913	Fees for uses of school buses for community recreation purposes - https://simbli.eboardsolutions.com/SU/yqjrwj2jslshxfZEkcUSABlg==
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 39800-39860	Transportation
Ed. Code 39801.5	Transportation for adults
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39809.5	Excess fees; adjustments
Ed. Code 39837	Transportation to summer employment program
Ed. Code 41850	Transportation to regional occupational center or program
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49557-49558	Applications for free and reduced-price meals
Ed. Code 56026	Individual with exceptional needs

Management Resources References

	Description
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
Court Decision	Hartzell v. Connell, 35 Cal.3d 899 (1984)

Court Decision	Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References

3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GBmLyqzfzSCkfJHelqrNEQ==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/zPs9HLtslshppqbH6809dB9Ew==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/G13FUhLz593aBJpq6dJDKA==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/plusx7quVYJcRgCQGf9vm10iQ==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/UnlzMtjoly0fkBOcG4ZrMg==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/FEDeJMdGgJmuugihzeFErA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/WH7SkYd23dx87QIsQey8plusw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/5xwV0pslshBZqom7dBNC3VjqQ==

Regulation 3250: Transportation Fees

Status: DRAFT

Original Adopted Date: Pending

When approved by the Governing Board, the Eden Area Regional Occupational Program (Eden Area ROP) may charge transportation fees for students traveling to and from school. (Education Code 39807.5)

With Board approval, the Eden Area ROP may also charge transportation fees for:

1. Participants in a community recreation program offered pursuant to Education Code 10900-10914.5 (Education Code 10913, 39835)
2. Students traveling between the regular full-time schools of attendance and regular full-time occupational classes provided by a regional occupational center or program (Education Code 39807.5)
3. Matriculated or enrolled adults traveling to and from school, or adults pursuing other educational purposes (Education Code 39801.5)
4. Students traveling to and from a place of employment during summer in connection with a summer employment program for youth (Education Code 39837)

The total amount received by the Eden Area ROP from the state and parent/guardian fees shall not exceed the actual operating cost of home-to-school transportation during the fiscal year. If excess fees are collected due to errors in estimated costs, fees shall be reduced in succeeding years. (Education Code 10913, 39801.5, 39809.5, 39837)

Bus passes and tickets shall be sold, electronically, if available, and at the Eden Area ROP Center. No money shall be collected on school buses.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

State References	Description
5 CCR 350	Fees not permitted
Ed. Code 10900-10914.5	Community recreation programs - https://simbli.eboardsolutions.com/SU/2plusoOINP9plus8k2kxekeluvFw==
Ed. Code 10913	Fees for uses of school buses for community recreation purposes - https://simbli.eboardsolutions.com/SU/yqjrwj2jshxzfZEkiUSABlg==
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 39800-39860	Transportation
Ed. Code 39801.5	Transportation for adults
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39809.5	Excess fees; adjustments
Ed. Code 39837	Transportation to summer employment program
Ed. Code 41850	Transportation to regional occupational center or program
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49557-49558	Applications for free and reduced-price meals
Ed. Code 56026	Individual with exceptional needs

Management Resources References

Management Resources References	Description
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020

Court Decision	Hartzell v. Connell, 35 Cal.3d 899 (1984)
Court Decision	Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References

3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GBmLyqzfzSCkfJHelqrNEQ==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/zPs9HLtshppqbH6809dB9Ew==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/G13FUhLz593aBJpq6dJDKA==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/plusx7quVYJcRgCQGf9vm10iQ==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/UnIzMtjoly0fkBOcG4ZrMg==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/FEDeJMdGgJmuugihzeFErA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/WH7SkYd23dx87QlsQey8plusw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/5xwV0pslshBZqom7dBNC3VjqQ==

Regulation 3260: Fees And Charges

Status: DRAFT

Original Adopted Date: 03/05/2020

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)

2. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)

~~(cf. 6153 – School-Sponsored Trips)~~

3. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)

~~(cf. 5142.1 – Identification and Reporting of Missing Children)~~

4. Reimbursement to the Eden Area ROP for the direct cost of materials used by students to fabricate property they will take home for their own possession and use, such as wood shop, art, or sewing projects kept by students (Education Code 17551)

5. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student, ~~the Eden Area ROP provides a waiver based on financial need,~~ and an exemption is made for any student with a disability, ~~whose individualized education program includes transportation as a related service necessary to receive a~~ or any student who is eligible for free appropriate public education or reduced-price meals, any student is an English learner, or any student who is a foster youth. (Education Code 39807.5)

~~(cf. 3250 – Transportation Fees)~~

~~(cf. 6159 – Individualized Education Program)~~

~~(cf. 6178.2 – Regional Occupational Center/Program)~~

6. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)

~~7. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)~~

~~8. Sale or lease of personal computers or of Internet appliances that allow a person to connect to or access the Eden Area ROP's educational network, provided that the items are sold or leased to parents/guardians at no more than cost and the Eden Area ROP provides network access for families who cannot afford it (Education Code 17453.1)~~

~~(cf. 0440 – District Technology Plan)~~

~~(cf. 6163.4 – Student Use of Technology)~~

~~79.~~ An adult education or secondary school community service class in civic, vocational, literacy, health, homemaking, family and consumer sciences, technical, and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)

~~(cf. 6142.4 – Service Learning/Community Service Classes)~~

~~810.~~ Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the Eden Area ROP's actual costs (Education Code 32033)

~~(cf. 3514.1 – Hazardous Substances)~~

{cf. 5142 – Safety}

911. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)

{cf. 5125 – Student Records}

1012. Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)

{cf. 1340 – Access to District Records}

{cf. 5020 – Parent Rights and Responsibilities}

11. Food sold at school, subject to the California Universal Meals Program, free and reduced-price meal program eligibility, and other restrictions specified in law (Education Code 38084) , 49501.5)

1213. In accordance with law, replacement cost or reimbursement for lost or willfully damaged Eden Area ROP books, supplies, or property, or for Eden Area ROP property loaned to a student that the student fails to return (Education Code 19910-19911, 48904)

{cf. 3515.4 – Recovery for Property Loss or Damage}

1314. Tuition for Eden Area ROP attendance by an out-of-state or out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)

{cf. 5111.1 – District Residency}

{cf. 5111.2 – Nonresident Foreign Students}

1415. Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects, classes for which high school credit is granted when taken by a person who does not hold a high school diploma, or classes in English and citizenship (Education Code 39801.5, 52612, 60410)

{cf. 6200 – Adult Education}

15. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is exempted from fees by law (Education Code 8239, 8250, 8263) 8211, 8213, 8252-8254)

Collection of Debt

Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the Superintendent or designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference Eden Area ROP policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the Eden Area ROP shall provide a receipt to the parent/guardian. (Education Code 49014)

The Superintendent or designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)

Policy Reference Disclaimer:These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

5 CCR 350

5 CCR 4600-4687

Description

Fees not permitted

Uniform complaint procedures

CA Constitution Article 9, Section 5

Ed. Code 17453.1

Ed. Code 17551

Ed. Code 19910-19911

Ed. Code 32033

Ed. Code 32221

Ed. Code 32390

Ed. Code 35330-35332

Ed. Code 35335

Ed. Code 38080-38086.1

Ed. Code 38120

Ed. Code 39801.5

Ed. Code 39807.5

Ed. Code 39837

Ed. Code 42238.02

Ed. Code 46120

Ed. Code 48050

Ed. Code 48052

Ed. Code 48904

Ed. Code 49010-49013

Ed. Code 49014

Ed. Code 49065

Ed. Code 49066

Ed. Code 49091.14

Ed. Code 49501.5

Ed. Code 49557.5

Ed. Code 51810-51815

Ed. Code 52612

Ed. Code 52613

Ed. Code 56504

Ed. Code 60410

Ed. Code 8211

Ed. Code 8213

Ed. Code 8252-8254

Ed. Code 8263

Ed. Code 8420-8428

Ed. Code 8760-8774

Gov. Code 6253

Common school system -

<https://simbli.eboardsolutions.com/SU/5LDHgacpLGqiftuxZapsIshQg==>

District sale or lease of Internet appliances or personal computers to parents of students

Property fabricated by students

Offenses against libraries

Eye protective devices

Insurance for athletic team member

Voluntary program for fingerprinting students

Field trips

School camp programs

Cafeteria establishment and use

Use of school band equipment on excursions to foreign countries

Transportation for adults

Payment of transportation costs by parents

Transportation to summer employment program

Local Control Funding Formula

Expanded learning opportunities

Residents of adjoining states

Tuition for foreign residents

Liability of parent or guardian; withholding of grades, diplomas, transcripts

Student fees

Public School Fair Debt Collection Act

Reasonable charge for transcripts

Grades; effect of physical education class apparel

Parental review of curriculum

California Universal Meals Program

Child Hunger Prevention and Fair Treatment Act of 2017

Community service classes

Tuition for adult classes

Nonimmigrant foreign nationals

School records; students with disabilities

Books for adult classes

Priority for full-day programs

Income eligible; definition

Early childhood education family fees

Eligibility and priorities for subsidized child development services

21st Century High School After School Safety and Enrichment Program for Teens

Outdoor science, conservation, and forestry programs

Request for copy; fee

Federal References

Description

Management Resources References

California Department of Education Publication

California Department of Education Publication

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Website

Website

Website

Description

Summer School, Third Parties, and Tuition Fees, Fiscal Management Advisory 22-01, September 1, 2022 -

<https://simbli.eboardsolutions.com/SU/jssj7MplusVplusKjP6fQLsHt3fg==>

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020

CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738

Driving School Assn of CA v. San Mateo Union HSD (1992) 11 Cal. App. 4th 1513

Hartzell v. Connell (1984) 35 Cal. 3d 899

Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739

Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251

CSBA District and County Office of Education Legal Services -

<https://simbli.eboardsolutions.com/SU/UdykszdmpETuDsIshXk6R5akQ==>

California Department of Education -

<https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==>

CSBA -

<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>

Cross References

0410

0415

0440

0440

1312.3

1312.3

1312.3-E PDF(1)

1321

1321

3100

3100

3290

3452

Description

Nondiscrimination In District Programs And Activities -

<https://simbli.eboardsolutions.com/SU/e50nGqNuG7jQfN4N7E4ONA==>

Equity -

<https://simbli.eboardsolutions.com/SU/dcWsf6AeslshL8JWHgerrR08Q==>

District Technology Plan -

<https://simbli.eboardsolutions.com/SU/RslshfknvrtqLS6l2O66djSqw==>

District Technology Plan -

<https://simbli.eboardsolutions.com/SU/RfxtBf867bhYPL5Vh3voKg==>

Uniform Complaint Procedures -

<https://simbli.eboardsolutions.com/SU/NCIIQ1x8xFCdtQRniKVEFQ==>

Uniform Complaint Procedures -

<https://simbli.eboardsolutions.com/SU/BA1WWl3efmslshPOPghyV4WnQ==>

Uniform Complaint Procedures -

<https://simbli.eboardsolutions.com/SU/W6rvYg4mauU6zHehPSApOQ==>

Solicitation Of Funds From And By Students -

<https://simbli.eboardsolutions.com/SU/yFjUTdDPvXE0Ual3usa2IA==>

Solicitation Of Funds From And By Students -

<https://simbli.eboardsolutions.com/SU/gfpun2pSpVJqkmr3B7v0slshg==>

Budget -

<https://simbli.eboardsolutions.com/SU/syXqwYE191LY8Zr1CmGdUQ==>

Budget -

<https://simbli.eboardsolutions.com/SU/XLktfuwlU9hrvqU1VXOLAA==>

Gifts, Grants And Bequests -

<https://simbli.eboardsolutions.com/SU/NkGQICc4slshQSDcmiNwFpF7A==>

Student Activity Funds -

<https://simbli.eboardsolutions.com/SU/Pb8c68sJGATqJng2sbwhQA==>

3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/tcWbUXtOaMBNvEzoaOUQrg==
3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/2hidvIno9FVkAxFS3VyoQg==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/UgXruslshalfQAn5vccEKrLQQ==
3554	Other Food Sales - https://simbli.eboardsolutions.com/SU/EU9fUMPBXgrRXampcVEaUg==
3554	Other Food Sales - https://simbli.eboardsolutions.com/SU/duyObVX5nuDIhwCf3uj8pA==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/fQAypGvWMEaBoqLbzsUZIQ==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/R1SyYrlZ40DSa1c7mTns8w==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zsr8ox1WUuCyBNJ5ACqUVQ==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/uP83U93Ls7bxBnKbH0uyyg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/8CAcELrJtCybNFPvCiecyw==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Pd4UbqkJGPTTnAAfxxKDvw==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/4A0tshXyXIJvP6B6ft5plusnng==
4212.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/0BkcCrcOcSUkdOhZoslsHcG2A==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/GJ5nOaM5sMBqslsh21YMISuzQ==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/IQtCNZih73p1VSMTZSLbdw==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Jf1oae2HJ0qdxsBFnE9myQ==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/10wlsSqx3Y703oUH6Lu9Bg==
4312.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/tlDEw6WINi9spgzXcsOgiA==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/WoVV14SyA2vNgt348oslsHrcw==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/ZHUslshmk3JPNnIMABElc3h6Q==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/MTPLQkGLMGE194ImkZnJXQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/WH7SkYd23dx87QlsQey8plusw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/5xwV0pslsHBZqom7dBNC3VjqQ==
5142	Safety - https://simbli.eboardsolutions.com/SU/s0wxslshzp2neIMI7plus7oY8aWQ==
5142	Safety - https://simbli.eboardsolutions.com/SU/uFiA8ZaTQK0kYnabvRtgJQ==

5142.1	Identification And Reporting Of Missing Children - https://simbli.eboardsolutions.com/SU/gKon9P2FslshQGfRPfVaNeaQ==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/euTjsH5FkRHgS9FlabDM2g==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/4Sc4OplusYjRnrF0boRrslshnizw==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/472k35D3LPA5rQXS3L1eGQ==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/zhYAccgjCdR2q3edglbWOW==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/EbLCvCOt44XBu1Vz7xwzdA==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/5NoldBcHwFoPG5SXOYovKw==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/E7k8DjMmLpwfv3nDWwouGg==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/dcM9LYvUlplusqAHSqmQO2etA==
6161.2	Damaged Or Lost Instructional Materials - https://simbli.eboardsolutions.com/SU/j3FIKhXlnfxslshlpyJ8myMcw==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/4swqidRakm4AHszd2Magxw==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/CY2BagsiitdE8wG0FLJ7Ow==
6163.4-E PDF(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/xqk1B7bezEkeSjPJqLYuXg==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/oc3wFaQ5LHaVE9Uqdwg7lg==
6200	Adult Education - https://simbli.eboardsolutions.com/SU/jusvZ5ecknGCiplusCNLhRgHg==
9323.2	Actions By The Board - https://simbli.eboardsolutions.com/SU/L4m83QLoulZ6tbjz3FYlyw==
9323.2-E PDF(1)	Actions By The Board - https://simbli.eboardsolutions.com/SU/R4x9ycd3ZUAnyc6KmSk7sg==

Policy 3460: Financial Reports And Accountability

Status: DRAFT

Original Adopted Date: 03/05/2020 | Last Reviewed Date: 03/05/2020

The Governing Board is committed to ensuring public accountability and the fiscal health of the Eden Area ROP. The Governing Board shall adopt sound fiscal management policies, and practices oversee the Eden Area ROP's financial condition, and continually evaluate whether the Eden Area ROP's budget and financial operations support the Eden Area ROP's vision and goals for student achievement.

The Superintendent or designee shall ensure that all Eden Area ROP financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). He/she The Superintendent or designee shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

When required by law or the Governing Board, the Superintendent or designee shall submit to the Governing Board reports of the Eden Area ROP's financial status, including, but not limited to, any report specified in this Governing Board policy or accompanying administrative regulation. When submission of any such report must be approved by the Governing Board prior to its submission to a local, state, and/or federal agency requires Board approval, the Superintendent or designee shall provide the report to the Governing Board in sufficient time to enable the Governing Board to carefully review the report and meet any applicable submission deadline.

The Board shall regularly assess the Eden Area ROP's financial position and communicate the results to the public, and shall use financial reports to determine the actions and budget amendments, if any, that are needed to ensure the Eden Area ROP's financial stability. If Eden Area ROP conditions predict fiscal distress or indicate that the Eden Area ROP might not be able to meet its fiscal obligations, the Governing Board and Superintendent or designee shall act quickly take action to identify and resolve these conditions without delay. The Governing Board shall work cooperatively with the County Superintendent of Schools to improve the Eden Area ROP's fiscal health and may contract with an external individual or organization to advise provide the Eden Area ROP on with needed advice or fiscal matters management and training.

Unaudited Actual Receipts and Expenditures

On or before September 15, the Governing Board shall approve and file with the County Superintendent a statement of the Eden Area ROP's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

Interim Reports/Certification of Ability to Meet Fiscal Obligations

The Each fiscal year, the Superintendent or designee shall submit two interim fiscal reports to the Governing Board. the The first report covering shall cover the Eden Area ROP's financial and budgetary status for the period ending October 31 and the second report covering shall cover the period ending January 31. The These reports and supporting data shall be made available by the Eden Area ROP for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Governing Board shall approve the interim report and certify, on the basis of the interim report and any additional financial information known by the Governing Board, shall certify in writing whether the Eden Area ROP will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the Eden Area ROP will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the Eden Area ROP may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the Eden Area ROP will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the Eden Area ROP's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the **Governing** Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the Eden Area ROP receives a qualified or negative certification from the **Governing** Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent, **under the authority granted to him/her pursuant to** (Education Code 42131).

If the second interim report is accompanied by a qualified or negative certification, the **Governing** Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the Eden Area ROP's fund and cash balances through June 30. (Education Code 42131)

~~At~~ If at any time during the fiscal year, **when** the County Superintendent **concludes that the Eden Area ROP's budget does not comply with the standards and criteria for financial stability and** conducts a comprehensive review of the Eden Area ROP's financial and budgetary conditions **after he/she has determined that the Eden Area ROP's budget does not comply with state criteria and standards for fiscal stability,** the **Governing** Board shall review **any report of the County Superintendent's findings and recommendations at a public** **Governing** Board meeting. Within 15 days of receiving the report, the Eden Area ROP shall notify the County Superintendent and the SPI of **its the** **Board's** proposed actions on the recommendation. (Education Code 42637)

Audit Report

By April 1 of **E**each year, the **Governing** Board shall provide for an annual audit of the Eden Area ROP's books and accounts. (Education Code 41020)

To conduct the audit, the **Governing** Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

~~The Governing Board shall not select any~~ Except when, as determined by the Education Audits Appeal Panel, no otherwise eligible auditor is available, a public accounting firm **to provide audit services if the** whose lead or coordinating audit partner having primary responsibility for the audit, **or the whose** audit partner responsible for reviewing the audit, **has performed audit services for the Eden Area ROP in each of the six previous fiscal years shall not be selected to preform an Eden Area ROP audit.** (Education Code 41020)

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the **Governing** Board shall review, at an open meeting, the annual Eden Area ROP audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The **Governing** Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

Policy Reference Disclaimer:These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

- 2 CCR 1859.104
- 5 CCR 15060
- 5 CCR 15070
- 5 CCR 15440-15451
- 5 CCR 15453-15464

Description

- Leroy F. Greene School Facilities Program; reporting requirements - <https://simbli.eboardsolutions.com/SU/tR4Nz9gBf6HslshNNplus3lquQwQ==>
- Standardized account code structure
- Submission of reports using standardized account code structure
- Criteria and standards for school district budgets
- Criteria and standards for school district interim reports

5 CCR 19810-19816.1	Audits
Ed. Code 1240	County superintendent of schools; duties - https://simbli.eboardsolutions.com/SU/zxiNbLNKXQ1Z3w2H1beZIA==
Ed. Code 14500-14508	Financial and compliance audits - https://simbli.eboardsolutions.com/SU/ExILRgXIGIFUpluskbtjAagJg==
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act - https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==
Ed. Code 17150-17150.1	Public disclosure of non-voter-approved debt - https://simbli.eboardsolutions.com/SU/nuHTCc4wlq8BirS8egAl9w==
Ed. Code 17170-17199.5	California School Finance Authority - https://simbli.eboardsolutions.com/SU/pjzTbdonCFPeq45e9kk37g==
Ed. Code 33127	Standards and criteria for local budgets and expenditures
Ed. Code 33128	Standards and criteria; inclusions
Ed. Code 33129	Standards and criteria; use by local agencies
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 41010-41024	Accounting system and audits
Ed. Code 41326	Emergency apportionment
Ed. Code 41344	Repayment of apportionment significant audit exceptions
Ed. Code 41344.1	Appeals of audit findings
Ed. Code 41455	Examination of financial problems of local districts
Ed. Code 42100-42105	Requirement to prepare and file annual statement
Ed. Code 42120-42129	Budget requirements
Ed. Code 42130-42134	Financial reports and certifications
Ed. Code 42140-42142	Public disclosure of fiscal obligations
Ed. Code 42637	County superintendent review of district's financial and budgetary conditions
Ed. Code 42652	Revocation or suspension of warrant authority
Ed. Code 48300-48316	Student attendance alternatives; school district of choice program
Ed. Code 52060-52077	Local control and accountability plan
Gov. Code 16429.1	Local agency investment fund
Gov. Code 3540.2	Meeting and negotiating in public educational employment
Gov. Code 53646	Treasurer reports and statements of investment policy
Gov. Code 7900-7914	Appropriations limit

Federal References

2 CFR 200.0-200.521
31 USC 7501-7507

Description

Federal uniform grant guidance
Single audits of federal program funds

Management Resources References

California Department of Education
Communication

California Department of Education
Communication

Fiscal Crisis & Management Assistance Team Pub.

Fiscal Crisis & Management Assistance Team Pub.

Description

New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007

Audit Resolution Process: Repayment Plans, December 8, 2000

Indicators of Risk or Potential Insolvency For K-12 Local Education Agencies

Fiscal Oversight Guide for AB 1200, AB 2756, AB 1840 and Related Legislation, September 2021

Governmental Accounting Standards Board Statement	Statement 87, Leases, June 2017
Governmental Accounting Standards Board Statement	Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015
Governmental Accounting Standards Board Statement	Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015
State Controller Publication	Standards and Procedures for Audits of California K-12 Local Educational Agencies
U.S. Gov. Accountability Office & PCIE Publication	Financial Audit Manual, revised 2008
U.S. Gov. Accountability Office & PCIE Publication	Government Auditing Standards, 2011
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website	Governmental Accounting Standards Board - https://simbli.eboardsolutions.com/SU/fOzYLiplusQlvf5bsIshbBggjhog==
Website	California State Controller - https://simbli.eboardsolutions.com/SU/GDLauCiDFI4Ms1eIPGARvA==
Website	U.S. Government Accountability Office - https://simbli.eboardsolutions.com/SU/HvuRwrDop7OnnXIYFVN3Mw==
Website	California County Superintendents Educational Services Association - https://simbli.eboardsolutions.com/SU/FJy7Gf2djdpluso3aMdrmcKQ==
Website	California Department of Education, Finance and Grants - https://simbli.eboardsolutions.com/SU/gCBsIshNI2CDJZqs24TpVv3gw==
Website	Education Audit Appeals Panel - https://simbli.eboardsolutions.com/SU/6VovW08Qz3ek2v0oFNslshtMg==
Website	Fiscal Crisis and Management Assistance Team - https://simbli.eboardsolutions.com/SU/1KDBNxpIus9GCiDTyFvbLOOxQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Association of School Business Officials - https://simbli.eboardsolutions.com/SU/vplusVmEFNjoJhGgV6PRTIb0g==
Website	Office of Management and Budget - https://simbli.eboardsolutions.com/SU/yMG7KarnCsIshuDeihOx8ZiA==
Website	School Services of California, Inc. - https://simbli.eboardsolutions.com/SU/nzOINPGdkIshZR9e7VNuDXg==

Cross References

	Description
0500	Accountability - https://simbli.eboardsolutions.com/SU/pUsIshJLor2Vu1eqoHS41AdTg==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/Ukztn8obv2wvHYrt6YyrXQ==
1220-E PDF(1)	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/cgge0hBbplusIxfR9MT1h53QQ==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/sJI0Q983QjwuOGlyZsiBqw==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/T6tAoJLAtsIF1aZLtyszrA==

3000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/krPDlxQ7Fs3H4o24plusjFgGA==
3100	Budget - https://simbli.eboardsolutions.com/SU/syXqwYE191LY8Zr1CmGdUQ==
3100	Budget - https://simbli.eboardsolutions.com/SU/XLktfuwIU9hrvqU1VXOLAA==
3110	Transfer Of Funds - https://simbli.eboardsolutions.com/SU/VLCrkWvslshG87ZDVLmGAt8yQ==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/v3LgWNRJV4M7aMue9vIREQ==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/ZE3BkJ3FTPLYugS2BVI7QA==
3290	Gifts, Grants And Bequests - https://simbli.eboardsolutions.com/SU/NkGQICc4slshQsdCmiNwFpF7A==
3300	Expenditures And Purchases - https://simbli.eboardsolutions.com/SU/hslshXTLHRpzC50KUswFICz2A==
3312	Contracts - https://simbli.eboardsolutions.com/SU/BsUoTGuo9tq9FUEplusgoPI9Q==
3314	Payment For Goods And Services - https://simbli.eboardsolutions.com/SU/3abwPOHtZtDjqvYhnJslshPPFg==
3314.2	Revolving Funds - https://simbli.eboardsolutions.com/SU/xDGvZXYtHIRO2OFs7h64plusg==
3400	Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/TIWOffKjwsfUBmmjHeh8ag==
3400	Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/sXwUvhY3dZ4iQHheV60Qog==
3430	Investing - https://simbli.eboardsolutions.com/SU/3a0SaqBbtDDBloxcMNI7Dw==
3451	Petty Cash Funds - https://simbli.eboardsolutions.com/SU/tz7D6zNs4RQoRCces2O8cg==
3452	Student Activity Funds - https://simbli.eboardsolutions.com/SU/Pb8c68sJGATqJng2sbwhQA==
3580	District Records - https://simbli.eboardsolutions.com/SU/BVBOZJc6bUBBVUHXl3OHsw==
3580	District Records - https://simbli.eboardsolutions.com/SU/xvRmbIVplus3rJ1gRwplus5odLvA==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/3VpYXQ4qqoslsghppplusNU8Ha2g==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/plusAc3wFJrXvm28jplusOj2itiw==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/CSLIbrhNraqTMiUivWKcAA==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/4tx5rJF6vUP0pluslai4Zpl1g==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/WoVV14SyA2vNgt348oslsRcw==
4354	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/V58ClalxU5vLhV48nLFB3g==
4354	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/3s41x2FYSKTCvpamMOTQsg==

5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/yrtclcxp8CxH3sl5HslshZXcg==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/RbPA9QzDGKNvIKTiErZ1mA==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/7ycRID3oKqdPgEslshplus6tolGQ==
9322	Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/dCPXiB9PuLeN3slsh0w2XINxw==

Regulation 3460: Financial Reports And Accountability

Status: DRAFT

Original Adopted Date: 03/05/2020

Interim Reports

Each interim **fiscal** report developed pursuant to Education Code 42130 shall include an assessment of the Eden Area ROP budget as revised to reflect current information regarding the adopted state budget, Eden Area ROP property tax revenues, if any, and ending balances for the preceding fiscal year. (Education Code 42130, 42131)

The interim **Interim** reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, salaries and benefits, revenues and expenditures, and facilities maintenance. For purposes of assessing projections of revenue, the first interim report shall be compared to the adopted Eden Area ROP budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

{cf. 3100 – Budget}

{cf. 3220.1 – Lottery Funds}

{cf. 3300 – Expenditures and Purchases}

{cf. 3314 – Payment for Goods and Services}

The **An Interim** report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

{cf. 3110 – Transfer of Funds}

Audit Report

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with the **independent** auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

The **Eden Area ROP** audit shall include **an audit of all** income and expenditures by source of funds **for all funds of the Eden Area ROP**, including the student body accounts, state and federal grant funds, and any other funds under the **Eden Area ROP's** control or jurisdiction **of the Eden Area ROP**, as well as an audit of student attendance procedures. (Education Code 41020)

{cf. 0460 – Local Control and Accountability Plan}

{cf. 3230 – Federal Grant Funds}

{cf. 3430 – Investing}

{cf. 3451 – Petty Cash Funds}

{cf. 3452 – Student Activity Funds}

{cf. 3551 – Food Service Operations/Cafeteria Fund}

If an audit finding results in the Eden Area ROP being required to repay an apportionment or pay a penalty, the Eden Area ROP may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the Eden Area ROP, it shall not provide any nonauditing, management, or other consulting services for the Eden Area ROP except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

Lease Accounting

Any lease agreement involving the Eden Area ROP, whether as lessor or lessee, shall be classified as a short-term lease, a contract that transfers ownership, or a lease other than short-term lease and contract that transfers ownership. Eden Area ROP financial statement disclosures and schedules related to any lease shall comply with the standards specified in GASB 87.

Negative Balance Report

Whenever the Eden Area ROP reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

Other Postemployment Benefits Report

The Eden Area ROP's financial obligation for OPEBs shall be reevaluated every two years in accordance with GASB 75.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

Description

2 CCR 1859.104	Leroy F. Greene School Facilities Program; reporting requirements - https://simbli.eboardsolutions.com/SU/tR4Nz9gBf6HslshNNplus3lquQwQ==
5 CCR 15060	Standardized account code structure
5 CCR 15070	Submission of reports using standardized account code structure
5 CCR 15440-15451	Criteria and standards for school district budgets
5 CCR 15453-15464	Criteria and standards for school district interim reports
5 CCR 19810-19816.1	Audits
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Ed. Code 41326	Emergency apportionment
Ed. Code 41344	Repayment of apportionment significant audit exceptions
Ed. Code 41344.1	Appeals of audit findings
Ed. Code 41455	Examination of financial problems of local districts
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Ed. Code 48300-48316	Student attendance alternatives; school district of choice program
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Fiscal Oversight Guide for AB 1200, AB 2756, AB 1840 and Related Legislation, September 2021

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Policy 3515: Campus Security

Status: DRAFT

Original Adopted Date: 03/05/2020 | Last Revised Date: 12/09/2021 | Last Reviewed Date: 12/09/2021

The Governing Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Governing Board also recognizes the importance of protecting the Eden Area Regional Occupational Program (Eden Area ROP) property, facilities, and equipment from vandalism and theft.

(cf. 4158/4258/4358 – Employee Security)

(cf. 5131.5 – Vandalism and Graffiti)

(cf. 5142 – Safety)

The Superintendent or designee shall develop campus security procedures, which may be included in the Eden Area ROP's comprehensive safety plan. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

(cf. 0450 – Comprehensive Safety Plan)

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the Eden Area ROP's processes and procedures related to the protection of the Eden Area ROP's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

Reporting Threats

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or Eden Area ROP administrator.

Surveillance Systems

In consultation with the Eden Area ROP's safety planning committee, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras may not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the Eden Area ROP's surveillance equipment shall be disabled so that sounds are not recorded.

(cf. 5131.1 – Bus Conduct)

(cf. 5145.12 – Search and Seizure)

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. These signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the Eden Area ROP's surveillance system and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

(cf. 5144 – Discipline)

(cf. 5144.1 – Suspension and Expulsion/Due Process)

To the extent that any images from the Eden Area ROP's surveillance system create a student or personnel record,

the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Governing Board policy and administrative regulation.

~~(cf. 4112.6/4212.6/4312.6 – Personnel Files)~~

~~(cf. 5125 – Student Records)~~

~~(cf. 5125.1 – Release of Directory Information)~~

Legal Reference:

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act, especially:

17075.50 Classroom security locks, new construction projects

7583 Classroom security locks, modernization projects

32020 Access gates

32211 Threatened disruption or interference with classes

3228032289 School safety plans

35160 Authority of governing boards

35160.1 Broad authority of school districts

38000-38005 Security departments

49050-49051 Searches by school employees

49060-49079 Student records

PENAL CODE

469 Unauthorized making, duplicating or possession of key to public building

626 626.11 Disruption of schools

CALIFORNIA CODE OF REGULATIONS, TITLE 24

1010.1.9 Door operations

1010.1.11 Lockable doors from the inside

CALIFORNIA CONSTITUTION

Article 1, Section 28(c) Right to Safe Schools

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.3 Definition of education records

COURT DECISIONS

Branum v. Overton County School Board (2008) 516 F. 3d 489

New Jersey v. T.L.O. (1985) 469 U.S. 325

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Safe Schools: A Planning Guide for Action. 2002

NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS

BP 3515(d)

The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and

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FAQs on Photos and Videos under FERPA

WEB SITES

CSBA: <http://www1v.csba.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ssl/>

National Institute of Justice: <http://www.ojp.usdoj.gov/nij>

National School Safety Center: <http://www.sclwolsafety.us>

U.S. Department of Education, Protecting Student Privacy: <https://studentprivacy.ed.gov>

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

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24 CCR 1010.2.8.2	Lockable doors from the inside
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Ed. Code 17583	Classroom security locks; modernization projects
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32211	Threatened disruption or interference with classes
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 35266	Reporting of cyber attacks
Ed. Code 38000-38005	Security departments
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49060-49079	Student records
Ed. Code 49390-49395	Homicide threats
Gov. Code 11549.3	Independent security assessment
Pen. Code 469	Unauthorized making, duplicating or possession of key to public building
Pen. Code 626-626.11	Weapons on school grounds and other school crimes

Federal References

20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.3	Definition of education records
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

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7111	Evaluating Existing Buildings - https://simbli.eboardsolutions.com/SU/wzeEJOU6LpF9TQBWZwXTQQ==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/MyQpluss80rgctiYYBVNvOKslshg==
9321-E PDF(1)	Closed Session - https://simbli.eboardsolutions.com/SU/RwgA7Wt3wpjixYEyaslshplusvhQ==

Policy 5131.7: Weapons And Dangerous Instruments

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board recognizes that students and staff have the right to a safe and secure campus free from physical and psychological harm and to protection from the dangers presented by firearms and other weapons.

(cf. 0450 – Comprehensive Safety Plan)

(cf. 3515.3 – District Police/Security Department)

(cf. 5116.1 – Intradistrict Open Enrollment)

(cf. 5131 – Conduct)

(cf. 5138 – Conflict Resolution/Peer Mediation)

Possession of Weapons

The Governing Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school grounds, ~~or buses,~~ when using Eden Area ROP provided transportation, at school-related or school-sponsored activities away from school, or while going to or coming from school.

If a student is in possession of a prohibited weapon, imitation firearm, or dangerous instrument which creates a threat or perceived threat of a homicidal act, any employee or other school official who is alerted to or observes such threat shall immediately report the threat to law enforcement.

Under the power granted to the Governing Board to protect the safety of students, staff, and others on Eden Area Regional Occupational Program (Eden Area ROP) property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

(cf. 4158/4258/4358 – Employee Security)

The Superintendent or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7961)

Unless he/she has obtained prior written permission as specified below, a student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Governing Board policy, and administrative regulations.

(cf. 5144 – Discipline)

(cf. 5144.1 – Suspension and Expulsion/Due Process)

(cf. 5144.2 – Suspension and Expulsion/Due Process (Individuals with Disabilities))

All staff shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

The Superintendent or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7961)

(cf. 3515.2 – Disruptions)

Reporting of Dangerous Objects

The Governing Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential

to the extent permitted by law.

(cf. 5125 – Student Records)

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee also shall also inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

	Description
Ed. Code 35291	Governing board to prescribe rules for discipline of the schools
Ed. Code 48902	Mandatory notification of law enforcement authorities
Ed. Code 48915	Required recommendation for expulsions
Ed. Code 48916	Readmission
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49330-49335	Injurious objects
Ed. Code 49390-49395	Homicide threats
Pen. Code 16100-17360	Definitions
Pen. Code 22810-23025	Tear gas weapon (pepper spray)
Pen. Code 245	Assault with deadly weapon
Pen. Code 25200-25225	Firearms; access to children
Pen. Code 30310	Prohibition against ammunition on school grounds
Pen. Code 417.4	Imitation firearm; drawing or exhibiting
Pen. Code 626.10	Dirks, daggers, knives, razor or stun gun; bringing or possessing in school
Pen. Code 626.9	Gun-Free School Zone Act of 1995

Federal References

	Description
20 USC 6301-8961	No Child Left Behind Act
20 USC 7961	Gun-Free Schools Act
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources References

	Description
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011
U.S. Department of Education Publication	Guidance Concerning State and Local Responsibilities Under the Gun-Free Schools Act, 2018
Website	U.S. Department of Homeland Security, Fusion Centers - https://simbli.eboardsolutions.com/SU/PSVyV1hfKjpmRQXd5vTBKQ==
Website	California State Threat Assessment System - https://simbli.eboardsolutions.com/SU/CX8ou4hFcTRJKHzwyPRczQ==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	U.S. Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/oAzymbk5SPEBHf0sq3oRlg==

Website	National Alliance for Safe Schools - https://simbli.eboardsolutions.com/SU/YuVAplus12H5XGedPD6XmgZCg==
Website	National School Safety Center - https://simbli.eboardsolutions.com/SU/DT4ecTE5xOmkiuXpIMccKw==
Website	U.S. Department of Education, Office of Safe and Drug Free Schools - https://simbli.eboardsolutions.com/SU/h6hoZ1OXMOTe5QOSMplusZuRg==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QP0821fOy9pg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References

0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/BqsTTEay3qjmfO4iSU7slshvA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/qZV7Uuq0UTa6fu4JQDmEslsh5g==
1313	Civility - https://simbli.eboardsolutions.com/SU/BxJMQDuDpEErhDnhTU2k1g==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/hPhZ71ILDcjHvLbslshBQvz3w==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/kjPwlaBN4nOOYvwUHkdZ1g==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/g5PMFxZIThRnQPcplI79Hg==
3515.7	Firearms On School Grounds - https://simbli.eboardsolutions.com/SU/VYQ2JezJOk6IzOvah9mvSQ==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/xRjr63FE2ownEjtnHYRAZA==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/LZhSWDMRaTpQuhXaDvyd7w==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/HayBiDjLgktKoiCtftq6DA==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/cmgqYplusDcdygXnt8R27gsNQ==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/2IFPjn2ISp0plusrXYQ1IWEow==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/SWIm4axjvRYRUVdRtpBjtw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/WH7SkYd23dx87QIsQey8plusw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/5xwV0pslshBZqom7dBNc3VjqQ==
5131	Conduct - https://simbli.eboardsolutions.com/SU/Oc4gCr2h2q4YLamzlkV07Q==
5131.41	Use Of Seclusion And Restraint - https://simbli.eboardsolutions.com/SU/8zs7piRvJtmL3RqslshplusZChKg==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/urpjwWVuu9UaXbjXiYKMAw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/mkBG513idfpAslshWCzrplusbg7A==

5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/47Nl1nZFwIxBAkiglUxLSg==
5141.4-E PDF(1)	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/w7dygQRxCINl6WdppB70ow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/r6p8cTTa0frJGNZkRU58IA==
5144	Discipline - https://simbli.eboardsolutions.com/SU/KVzvK1B2oqZCSfZin1Rgdw==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/Yrv5M4evDPLNd58qKpYSlw==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fsBunrwmpsHHnBCn2muQplusw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/5EP8MG5FhmIVJZpluscDbKDHw==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/LaRzDg0Z2A4vlyPZOvGdlw==

Regulation 5131.7: Weapons And Dangerous Instruments

Status: DRAFT

Original Adopted Date: 06/05/2020

Prohibited weapons and dangerous instruments include, but are not limited to: (Education Code 48915, 49330; Penal Code 626.10, 16100-~~17350~~17360, 30310)

1. Firearms: pistols, revolvers, shotguns, rifles, machineguns, "zip guns," "stun guns," tasers, cane, guns, camouflaging firearms, and any other device from which is expelled through a barrel and capable of propelling a projectile by the force of an explosion or other form of combustion
2. Ammunition or reloaded ammunition
3. Knives, razor blades, and box cutters: any dirks, daggers (or concealed dirks or daggers), cane swords, ice picks, or other weapons with a fixed, sharpened blade fitted primarily for stabbing, weapons with a blade fitted primarily for stabbing, weapons with a blade longer than ~~three~~two and one-half inches, folding knives with a blade that locks into place, switchblade knives, and razors with an unguarded blade
4. Explosive and/or incendiary devices: pipe bombs, time bombs, rockets or rocket propelled projectile launchers, cap guns, bullets containing or carrying an explosive agent, containers of inflammable fluids, and other hazardous devices or concealed explosive substances
5. Any instrument that expels a metallic projectile, such as a BB or a pellet, through the force of air pressure, carbon dioxide pressure, or spring action, or any spot marker gun
6. Any other dangerous device, instrument, or weapon, including those defined in Penal Code ~~12020~~ 16000-34370, including a blackjack, slingshot, billy, nunchaku, sandclub, sandbag, metal knuckles, or any metal plate with three or more radiating points with one or more sharp edges designed for use as a weapon
7. Any imitation firearm, defined as a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm

Any employee may take any weapon or dangerous instrument from the personal possession of a student while the student is on school premises or under the authority of the Eden Area Regional Occupational Program (Eden Area ROP). (Education Code 49331, 49332)

~~(cf. 5145.12 – Search and Seizure)~~

In determining whether to take possession of the weapon or dangerous instrument, the employee shall use his/her the employee's own judgment as to the dangerousness of the situation and, based upon this analysis, shall take one of the following actions:

1. Confiscate the object and deliver it to the Superintendent or designee immediately
2. Immediately notify the Superintendent or designee, who shall take appropriate action
3. Immediately notify the local law enforcement agency and the Superintendent

~~(cf. 0450 – Comprehensive Safety Plan)~~

~~(cf. 3515.3 – District/Police Security Department)~~

~~(cf. 4158/4258/4358 – Employee Security)~~

When informing the administration about the possession of a weapon or dangerous instrument, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of the possession.

The Superintendent or designee shall report any possession of a weapon or dangerous instrument to the student's parents/guardians by telephone or in person, and shall follow this notification with a letter.

The employee shall retain possession of the instrument until the risk of its use as a weapon has dissipated or, upon the request of the student's parent/guardian, until the parent/guardian appears and personally takes possession. (Education Code 49331, 49332)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

Ed. Code 35291	Governing board to prescribe rules for discipline of the schools
Ed. Code 48902	Mandatory notification of law enforcement authorities
Ed. Code 48915	Required recommendation for expulsions
Ed. Code 48916	Readmission
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49330-49335	Injurious objects
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Pen. Code 245	Assault with deadly weapon
Pen. Code 25200-25225	Firearms; access to children
Pen. Code 30310	Prohibition against ammunition on school grounds
Pen. Code 417.4	Imitation firearm; drawing or exhibiting
Pen. Code 626.10	Dirks, daggers, knives, razor or stun gun; bringing or possessing in school
Pen. Code 626.9	Gun-Free School Zone Act of 1995

Federal References

20 USC 6301-8961	No Child Left Behind Act
20 USC 7961	Gun-Free Schools Act
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources References

CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011
U.S. Department of Education Publication	Guidance Concerning State and Local Responsibilities Under the Gun-Free Schools Act, 2018
Website	U.S. Department of Homeland Security, Fusion Centers - https://simbli.eboardsolutions.com/SU/PSVyV1hfKjpmRQXd5vTBKQ==
Website	California State Threat Assessment System - https://simbli.eboardsolutions.com/SU/CX8ou4hFcTRJKHzwyPRczQ==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==
Website	U.S. Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/oAzymbk5SPEBHf0sq3oRlg==
Website	National Alliance for Safe Schools - https://simbli.eboardsolutions.com/SU/YuVAplus12H5XGedPD6XmgZCg==
Website	National School Safety Center - https://simbli.eboardsolutions.com/SU/DT4ecTE5xOmkiuXplMccKw==
Website	U.S. Department of Education, Office of Safe and Drug Free Schools - https://simbli.eboardsolutions.com/SU/h6hoZ1OXMOTe5QOSMplusZuRg==

Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QP0821fOy9pg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3Qxkk2FPsDsQBnMIENxGg==

Cross References

	Description
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/BqsTTEay3qjmfO4iSU7slshvA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/qZV7Uuq0UTa6fu4JQDmEslsh5g==
1313	Civility - https://simbli.eboardsolutions.com/SU/BxJMQDuDpEErhDnhTU2k1g==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/hPhZ71ILDcjHvLbslshBQvz3w==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/kjPwlaBN4nOOYvwUHkdZ1g==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/g5PMFxZIThRnQPcpII79Hg==
3515.7	Firearms On School Grounds - https://simbli.eboardsolutions.com/SU/VYQ2JezJOk6IzOvah9mvSQ==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/xRjr63FE2ownEjtnHYRAZA==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/LZhSWDMRaTpQuhXaDvyd7w==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/HayBiDjLgktKoiCtftq6DA==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/cmgqYplusDcdygXnt8R27gsNQ==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/2lEPjn2lSp0plusrXYQ1IWEow==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/SWlm4axjvRYRUVdRtpBjtw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/WH7SkYd23dx87QIsQey8plusrw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/5xwV0pslshBZqom7dBNc3VjqQ==
5131	Conduct - https://simbli.eboardsolutions.com/SU/Oc4gCr2h2q4YLamzlkV07Q==
5131.41	Use Of Seclusion And Restraint - https://simbli.eboardsolutions.com/SU/8zs7piRvJtmL3RqslshplusZChKg==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/urpjwWVuu9UaXbjXiYKMAw==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/mkBG513idfpAslshWCzrplusbg7A==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/47Nl1nZFwlxBakiglUxLSg==
5141.4-E PDF(1)	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/w7dygQRxCINI6WdppB70ow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/r6p8cTTa0frJGNZkRU58IA==

5144	Discipline - https://simbli.eboardsolutions.com/SU/KVzyk1B2oqZCSfZin1Rgdw==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/Yrv5M4evDPLNd58qKpYSlw==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fsBunrwmpsHHnBCn2muQplusw==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/5EP8MG5FhmIVJZpluscDbKDHw==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/LaRzDg0Z2A4vIvPZOvGdlw==

Bylaw 9323: Meeting Conduct

Status: DRAFT

Original Adopted Date: 06/05/2020 | Last Revised Date: 02/03/2022

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Brown Act (open meeting requirements) and other applicable laws.

(cf. 9322 – Agenda/Meeting Materials)

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

(cf. 9121 – President)

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at by 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and, if necessary, may subsequently may be adjourned to a later date.

(cf. 9320 – Meetings and Notices)

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

(cf. 9323.2 – Actions by the Board)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

(cf. 9270 – Conflict of Interest)

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting, except that if the meeting is conducted using remote public participation or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider.

In order to conduct Eden Area Regional Occupational Program (Eden Area ROP) business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)
3. Without taking action, Board members or Eden Area ROP staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board members or staff member may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action

directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

~~(cf. 9130 – Board Committees)~~

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

In general, individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input, and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:

a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.

b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)

c. The Board shall not prohibit public criticism of Eden Area ROP employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

~~(cf. 1312.1 – Complaints Concerning District Employees)~~

~~(cf. 9321 – Closed Session Purposes and Agendas)~~

7. The Board president shall not permit ~~any disturbance or willful interruption~~ **actual disruption** of Board meetings. **Persistent Actual** disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board.

~~The Board may remove disruptive individuals and~~ **and remove the individual from the meeting.**

The Board President or designee may remove an individual for actually disrupting the meeting. Prior to removal, the individual shall be warned that their behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

Disrupting means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

True threat of force means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

~~When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.~~

When disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, or if removing the disruptive individual(s) or clearing the room is infeasible, move the meeting to another location. The Board may direct the Superintendent or designee to contact local law enforcement as necessary.

Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

~~(cf. 9324 – Board Minutes and Recordings)~~

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

CCP. 527.8

Ed. Code 32210

Ed. Code 35010

Ed. Code 35145.5

Ed. Code 35163

Ed. Code 35164

Ed. Code 35165

Ed. Code 5095

Elec. Code 18430

Gov. Code 54953.3

Gov. Code 54953.5

Gov. Code 54953.6

Gov. Code 54954.2

Gov. Code 54954.3

Gov. Code 54957

Gov. Code 54957.9

Gov. Code 54957.95

Pen. Code 403

Description

Workplace violence safety -
<https://simbli.eboardsolutions.com/SU/zzBhO3hWGUr7IplusYiDNCP8A==>

Willful disturbance of public school or meeting

Control of district; prescription and enforcement of rules

Agenda; public participation and regulations

Official actions, minutes and journal

Actions by majority vote

Effect of vacancies upon majority and unanimous votes by seven member board

Powers of remaining board members and new appointees

Prevention or hinderance of electors assembling in public meeting

Meetings to be open and public; remote attendance

Audio or video recording of proceedings

Broadcasting of proceedings

Agenda posting requirements; board actions

Opportunity for public to address legislative body

Closed session personnel matters

Disorderly conduct of general public during meeting; clearing of room

Opening meetings; orderly conduct

Disruption of assembly or meeting

Management Resources References

Description

Attorney General Opinion	55 Ops.Cal.Atty.Gen. 26 (1972)
Attorney General Opinion	61 Ops.Cal.Atty.Gen. 243, 253 (1978)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 215 (1980)
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 336 (1983)
Attorney General Opinion	76 Ops.Cal.Atty.Gen. 281 (1993)
Attorney General Opinion	90 Ops.Cal.Atty.Gen. 47 (2007)
Attorney General Opinion	59 Ops.Cal.Atty.Gen. 532 (1976)
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719
Court Decision	City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526
Court Decision	McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275
Court Decision	Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966
Court Decision	Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
CSBA Publication	Call to Order: A Blueprint for Great Board Meetings, 2018
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Attorney General's Office - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==
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Cross References

1000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/8KgnuJW80hYWLQHUjli7jQ==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/Ukztn8obv2wvHYrt6YyrXQ==
1220-E PDF(1)	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/cgge0hBbpluslxfR9MT1h53QQ==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/88k1jAFO5XTBbjmYVcdcJw==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/UfrhrTFRxuKf8z4GXGxqRg==
1313	Civility - https://simbli.eboardsolutions.com/SU/BxJMQDuDpEErhDnhTU2k1g==
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3100	Budget - https://simbli.eboardsolutions.com/SU/XLktfuwIU9hrvqU1VXOLAA==
3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/mZ8rRymslshsSyzN2Un5g288w==
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3312	Contracts - https://simbli.eboardsolutions.com/SU/BsUoTGuo9tq9FUeplusgoPI9Q==
9005	Governance Standards - https://simbli.eboardsolutions.com/SU/Qlvu1QcS9zRiiXlityWn8A==

9100	Organization - https://simbli.eboardsolutions.com/SU/FZnMiJ9wJ5prCW8fA8czjg==
9121	President - https://simbli.eboardsolutions.com/SU/bpEDzOYTkRPeaHM7vt7pTw==
9200	Limits Of Board Member Authority - https://simbli.eboardsolutions.com/SU/lplusspjGanwlwaeN2Z1XBiMA==
9230	Orientation - https://simbli.eboardsolutions.com/SU/kxBJplusnQwsuLKfMFpplusjR6JA==
9270	Conflict Of Interest - https://simbli.eboardsolutions.com/SU/1LgN9SnEesJg90dZuXVKpw==
9270-E PDF(1)	Conflict Of Interest - https://simbli.eboardsolutions.com/SU/9GT6YEIRywwZpzeplus2smk5w==
9310	Board Policies - https://simbli.eboardsolutions.com/SU/z9mBQu3aHHrczd41tLDFLA==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/eplushCslshSHGeOfxjLy5RtT9plusEw==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/MyQpluss80rgctiYYBVNvOKslshg==
9321-E PDF(1)	Closed Session - https://simbli.eboardsolutions.com/SU/RwgA7Wt3wpjixYEyaslsplusvhQ==
9322	Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/dCPXiB9PuLeN3slsh0w2XINxw==
9323.2	Actions By The Board - https://simbli.eboardsolutions.com/SU/L4m83QLoulZ6tbjz3FYlyw==
9323.2-E PDF(1)	Actions By The Board - https://simbli.eboardsolutions.com/SU/R4x9ycd3ZUAnyc6KmSk7sg==
9324	Minutes And Recordings - https://simbli.eboardsolutions.com/SU/XXHBrtslshTR9SyM46gITg9PA==

ACTION ITEMS

DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies and Administrative Regulations

BACKGROUND

By law, districts are mandated to adopt policies and administrative regulations to help ensure that districts are legally compliant. New laws are passed by the legislature and congress every year and our policies can quickly become out-of-date

The Eden Area ROP's policy development process includes a first reading at a public Governing Board meeting and a subsequent second reading and adoption for Board approval at a public Governing Board meeting.

CURRENT SITUATION

The board policies and administrative regulations listed below have been updated based on the feedback and discussion at the December 5, 2022 Governing Board meeting.

What follows is the second reading of updated board policies and administrative regulations to reflect current law and regulations.

NUMBER	TYPE	TITLE	STATUS
3515.3	BP	District Police/Security Department	Revise
3515.3	AR	District Police/Security Department	Revise
4118	BP	Dismissal/Suspension/Disciplinary Action	New
4118	AR	Dismissal/Suspension/Disciplinary Action	Revise
4218	BP	Dismissal/Suspension/Disciplinary Action	Revise
4218	AR	Dismissal/Suspension/Disciplinary Action	Revise
6164.2	BP	Guidance/Counseling Services	Revise

RECOMMENDATION

It is recommended that the Governing Board approve the second reading and adoption of Governing board policies and administrative regulations.

Policy 3515.3: District Police/Security Department

Status: DRAFT

Original Adopted Date: 12/09/2021 | **Last Reviewed Date:** 12/09/2021

The district herein after referred to as the Eden Area Regional Occupational Program (Eden Area ROP) unless otherwise noted or when referring to any of our member districts.

To help protect the safety of Eden Area ROP students and staff and the security of Eden Area ROP property, the Governing Board shall maintain an Eden Area ROP site security. The Board commits to providing a positive school climate, mental health services, other student support services, and restorative justice practices to resolve conflicts and reduce law enforcement interactions with students.

Persons employed or assigned as school site security shall serve as watchpersons, security guards, or patrolpersons on or about the Eden Area ROP premises to protect persons or property, prevent the theft or unlawful taking of Eden Area ROP property, or report unlawful activity to the Eden Area ROP and local law enforcement agencies. (Education Code 38001.5)

When Eden Area ROP site security are unable to perform their duties because of an emergency, including, but not be limited to, war, epidemic, fire, flood, or work stoppage, or when the emergency necessitates additional security services, the Board may contract with a private licensed security agency. In such cases, the Board shall make a specific finding that an emergency exists and shall include this finding in the Board minutes. (Education Code 38005)

Conduct

Eden Area ROP site security shall conduct themselves in ways that promote goodwill and cooperation on the part of students, Eden Area ROP staff, and the general public. Eden Area ROP site security shall not discriminate against or treat any person differently on the basis of race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, genetic information, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

Eden Area ROP site security shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at Eden Area ROP, except as may be required by state and/or federal law. (Education Code 234.7)

Whenever possible, Eden Area ROP site security shall use tactics such as de-escalation techniques, crisis intervention tactics, or other alternatives to force to minimize the use of force.

Equipment

Eden Area ROP site security shall not carry firearms.

Records

Eden Area ROP site security shall not have access to student records, nor release student information to another person, agency, or organization, without written permission from the parent/guardian or adult student, unless specifically allowed or required by state or federal law. (Education Code 49076; 34 CFR 99.1)

Records created and maintained by the Eden Area ROP site security for a law enforcement purpose are not considered disclosable student records under the Family Educational Rights and Privacy Act. (34 CFR 99.3)

Regulation 3515.3: District Police/Security Department

Status: DRAFT

Original Adopted Date: 12/09/2021 | **Last Reviewed Date:** 12/09/2021

The district herein after referred to as the Eden Area Regional Occupational Program (Eden Area ROP) unless otherwise noted or when referring to any of our member districts.

To be employed as Eden Area ROP site security, persons shall meet all the requirements for classified personnel in addition to specialized requirements as described below.

Qualifications of Security

A person employed as a school site security shall: (Education Code 38001.5)

1. Under the conditions described in Education Code 38001.5, submit fingerprints to the Eden Area ROP on forms or electronically, as prescribed by the Department of Justice(DOJ)
2. Be determined not to be a person prohibited from employment by a school _ pursuant to Education Code 44237 or 45122.1

Equipment

The Eden Area ROP shall bear the cost of all required uniforms, equipment, identification badges, and cards. (Education Code 38003)

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: Pending

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, Board policy, and administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave, or dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of the Board's intention to suspend or dismiss the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the Eden Area Regional Occupational Program (Eden Area ROP) shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the Eden Area ROP shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during

the instructional year of the school site where the employee is physically employed and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by Eden Area ROP rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1, 44940)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the Eden Area ROP and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

Regulation 4118: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 05/07/2020

Causes for Suspension or Dismissal

A certificated employee may be suspended without pay or dismissed for one or more of the following causes: (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance
6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with students
(cf. 4112.4/4212.4/4312.4 - Health Examinations)
8. Persistent violation of or refusal to obey the school laws or reasonable regulations of the state or Eden Area Regional Occupational Program (Eden Area ROP)
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 (prohibiting the advocacy or teaching of communism)
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with students
(cf. 4115 - Evaluation/Supervision)

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (Education Code 44933)

Suspension/Dismissal of Employees

The Superintendent or designee shall notify the Commission on Teacher Credentialing when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

(cf. 4117.7/4317.7 - Employment Status Reports)

Compulsory Leave of Absence

Upon being informed by law enforcement that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (prohibiting murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee

who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1, except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice (DOJ) that a current temporary employee serving before March 15 has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the DOJ, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 05/07/2020

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law, Governing Board policy, or administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 4000 - Concepts and Roles)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4200 - Classified Personnel)

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

(cf. 4216 - Probationary/Permanent Status)

Permanent classified employee shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against a classified employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice

shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

(cf. 9321 - Closed Session)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the disciplinary action recommended by the Superintendent or designee. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: DRAFT

Original Adopted Date: 05/07/2020

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)

3. Unlawful discrimination, including harassment, against any student or other employee

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

4. Violation of or refusal to obey state or federal law or regulation, Governing Board policy, or Eden Area ROP procedure

5. Falsification of any information supplied to the Eden Area ROP, including, but not limited to, information supplied on application forms, employment records, or any other Eden Area ROP records

6. Unsatisfactory performance

7. Unprofessional conduct

8. Dishonesty

9. Neglect of duty or absence without leave

10. Insubordination

11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

(cf. 4159/4259/4359 - Employee Assistance Program)

12. Destruction or misuse of Eden Area ROP property

(cf. 4040 - Employee Use of Technology)

13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointment and Conditions of Employment)

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

16. Violation of Education Code 45303 or Government Code 1028 (prohibiting the advocacy or teaching of communism)

17. Any other misconduct which is of such nature that it causes discredit or injury to the Eden Area ROP or the employee's position

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the Eden Area ROP. (Education Code 45113)

(cf. 4216 - Probationary/Permanent Status)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the Eden Area ROP rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Request for Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the Eden Area ROP. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Hearing

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (prohibiting murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Governing Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

Policy 6164.2: Guidance/Counseling Services

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board recognizes that a structured, coherent and comprehensive counseling program promotes academic achievement and growth, and serves the diverse needs of Eden Area Regional Occupational Program (Eden Area ROP) students. Counseling staff shall be available to provide students with individualized reviews of their educational progress toward academic and/or career and vocational goals and, as appropriate, may discuss social, personal, or other issues that may impact student learning and well-being.

Guidance services shall be provided to students, either enrolled or potentially enrolled, in the Eden Area ROP. Such services will supplement existing guidance services at each participating school.

The Superintendent or designee shall ensure that all persons employed to provide direct school counseling, school psychology, school social work services to students, and/or implement equitable school programs and services that support students' academic and social emotional development and college and career readiness shall possess the appropriate credential from the Commission on Teacher Credentialing authorizing their employment in such positions. Responsibilities of such positions shall be clearly defined in a job description.

(cf. 4112.2 - Certification)

Responsibilities of school counselors include, but are not limited to:

1. Engaging with, advocating for, and providing support for all students with respect to learning and achievement
2. Planning, implementing, and evaluating school counseling programs
3. Using multiple sources of information to monitor and improve student behavior and achievement
4. Promoting and maintaining a safe learning environment for all students by providing restorative practices, positive behavior interventions, and support services, and by developing a variety of intervention strategies, and using those strategies, to meet individual, group, and school community needs before, during, and after a crisis in collaboration with the resident high school

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

5. Intervening to ameliorate school-related problems, including problems those related to chronic absences and retention

(cf. 5113.1 - Chronic Absence and Truancy)

6. Using research-based strategies to promote mental wellness, reduce mental health stigma, and to identify characteristics, risk factors, and warning signs of students who develop, or are at risk of developing, mental health and behavioral disorders and who experience, or are at risk of experiencing, mistreatment, including mistreatment related to any form of conflict or bullying

7. Improving school climate and student well-being

(cf. 5137 - Positive School Climate)

8. Enhancing students' social and emotional competence, character, health, civic engagement, cultural literacy, and commitment to lifelong learning and the pursuit of high-quality educational programs

(cf. 6142.4 - Service Learning/Community Service Classes)

9. Providing counseling services for unduplicated students who are classified as English learners, or foster youth, homeless children, and students eligible for free and reduced-priced meals, including interventions and support services that enhance equity and access to appropriate education systems and public and private services in

collaboration with the resident school

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

10. Engaging in continued development as a professional school counselor

(cf. 4131 - Staff Development)

Educational And Career Counseling

The educational counseling program shall include academic counseling and postsecondary services, in the following areas (Education Code 49600):

1. Completion of the required curriculum in accordance with the student's needs, abilities, interests, and aptitudes

2. Academic planning for access and success in higher education programs, including advisement on courses needed for admission to colleges and universities, standardized admissions tests, and financial aid

3. High-quality career programs at all grade levels in which students are assisted in doing all of the following:

a. Planning for the future, including, but not limited to, identifying personal interests, skills, and abilities, career planning, course selection, and career transition

b. Becoming aware of personal preferences and interests that influence educational and occupational exploration, career choice, and career success

c. Developing work self-efficacy for the ever-changing work environment, the changing needs of the workforce, and the effects of work on quality of life

d. Understanding the relationship between academic achievement and career success, and the importance of maximizing career options

e. Understanding the value of participating in career technical education and work-based learning activities, pathways, and programs, including, but not limited to, those related to regional occupational centers and programs, partnership programs, job shadowing, and mentoring experiences, the federal program administered by the United States Department of Labor offering free education and vocational training to students, known as "Job Corps," the California Conservation Corps, work-based learning, industry certifications, college preparation and credit, and employment opportunities

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6178.2 - Regional Occupational Center/Program)

f. Understanding the need to develop essential employable skills and work habits

g. Understanding the variety of four-year colleges and universities and community college vocational and technical preparation programs, as well as admission criteria and enrollment procedures

h. Understanding entrance requirements to the Armed Forces of the United States, including the benefits of the Armed Services Vocational Aptitude Battery (ASVAB) test

No counselor shall unlawfully discriminate against any student. Guidance counseling regarding school programs and career, vocational, or higher education opportunities shall not be differentiated on the basis of any protected category specified in BP 0410 - Nondiscrimination in Eden Area ROP Programs and Activities.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

In addition, counselors shall affirmatively explore with a student the possibility of careers, or courses leading to careers, that are nontraditional for that student's sex. (Education Code 221.5)

For assessing or counseling students, the Eden Area ROP shall not use testing or other materials that permit or require impermissible or unlawful differential treatment of students. (5 CCR 4931)

Colleges and prospective employers, including military recruiters, shall have the same access to students for recruiting purposes. (Education Code 49603; 10 USC 503; 20 USC 7908)

The Superintendent or designee shall collaborate with businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities through college and/or career fairs.

When planning to hold a college or career fair, the Superintendent or designee may notify each apprenticeship program in the county. The notification shall include the planned date, time and location of the college or career fair. (Labor Code 3074.2)

Personal or Mental Health Counseling

Colleges and prospective employers, including military recruiters, shall have the same access to students for recruiting purposes. (Education Code 49603; 10 USC 503; 20 USC 7908)

(cf. 5125.1 - Release of Directory Information)

A school counselor, school psychologist, or school social worker may provide individualized personal, mental health, or family counseling to students in accordance with the specialization(s) authorized by their credential. Such services may include, but are not limited to, support related to the student's social and emotional development, behavior, substance abuse, mental health assessment, depression, or mental illness. As appropriate, students and their parents/guardians shall be informed about community agencies, organizations, or health care providers that offer qualified professional assistance.

(cf. 5113 - Absences and Excuses)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.6 - School Health Services)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5147 - Dropout Prevention)

(cf. 6164.5 - Student Success Teams)

A counselor shall consult with the Superintendent or designee and, as appropriate, with the Eden Area ROP's legal counsel whenever unsure of how to respond to a student's personal issue or when questions arise regarding the possible release of confidential information regarding a student.

Crisis Counseling

The Board recognizes the need for a prompt and effective response when students are confronted with a traumatic incident. School counselors shall assist in the development of the comprehensive school safety plan, emergency and disaster preparedness plan, and other prevention and intervention practices designed to assist students and parents/guardians before, during, and after a crisis.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

In addition, the Superintendent or designee shall identify crisis counseling resources to train Eden Area ROP staff in effective threat assessment, appropriate response techniques, and/or methods to directly help students cope with a crisis if it occurs.

(cf. 5136 - Gangs)

(cf. 5141.52 - Suicide Prevention)

DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the First Reading and Adoption of the Revisions to Governing Board Policy and Administrative Regulation 5141.21 Administering Medication and Monitoring Health Conditions

BACKGROUND

By law, districts are mandated to adopt policies and administrative regulations to help ensure that districts are legally compliant. New laws are passed by the legislature and congress every year and our policies can quickly become out-of-date. The last thorough review of all the Eden Area ROP Governing Board policies and administrative regulations occurred in the 2019-2020 school year.

Since then, the Eden Area ROP has contracted with California School Boards Association (CSBA) to receive regular updates and suggested policy language for any additions, changes, or modifications to educational code that impacts policy. Staff regularly review these updates and bring relevant changes to the board for their consideration throughout the year.

The Eden Area ROP's policy development process includes a first reading at a public Governing Board meeting and a subsequent second reading and adoption for Board approval at a public Governing Board meeting.

CURRENT SITUATION

What follows is the first reading and request for adoption of revised Board Policy and Administrative Regulation 5141.21 Administering Medication and Monitoring Health Conditions to reflect current law and regulations provided in CSBA.

The opioid epidemic has wrought havoc on many communities in the United States. It is beginning to gravely impact high school age students. Due to the increase of deaths from opioid overdose, particularly from fentanyl, the California Department of Public Health has spearheaded the Overdose Prevention Initiative (OPI). One aspect of this effort is to increase school personnel's access to naloxone, an opioid antagonist and a lifesaving medication. The CDPH streamlined the process for school districts to get a prescription for naloxone.

School district's that elect to stock naloxone are required to train those in charge of administering naloxone and offering the opportunity to all staff members. It is also recommended that school districts update their Board Policies and Administrative Regulations to include the administration of naloxone.

RECOMMENDATION

It is recommended that the Governing Board approve the First Reading and Adoption of Revised Board Policy and Administrative Regulation 5141.21 Administering Medication and Monitoring Health Conditions.

Policy 5141.21: Administering Medication And Monitoring Health Conditions Status: ADOPTED

Original Adopted Date: 02/05/2015

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should ~~have an opportunity~~ be able to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing a ~~parent/guardian~~ parents/guardians to administer medication to ~~his/her student~~ their child at school, designate other individuals to do so on ~~his/her~~ their behalf, and, with the student's authorized health care provider's approval, request the Eden Area Regional Occupational Program's (Eden Area ROP) permission for ~~his/her~~ the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make ~~available~~ epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall ~~collaborate with city and county~~ make naloxone hydrochloride or another opioid antagonist available for emergency ~~responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic~~ medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

~~Only a school nurse or other school employee with an appropriate medical license may administer an insulin injection to a student. In the event that no such license school personnel is available, the Eden Area Regional Occupational Program (Eden Area ROP) may contract with a licensed nurse from a public or private agency to administer insulin to the student.~~

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel ~~are authorized by law to~~ for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer ~~a medication, such~~ medications to students in accordance with law, Board policy, administrative regulation, and, as ~~emergency antiseizure medication, epinephrine auto-injector, or glucagon, the~~ applicable, the written statement provided by the

student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

~~¶~~The Superintendent or designee shall ensure that school personnel designated to administer ~~it to students~~ any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by and provided with ~~emergency~~ immediate communication access to a school nurse, physician or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training; and ongoing supervision, as well as annual written verification of competency of ~~such~~ other designated school personnel.

~~In an emergency situation such as a public disaster or epidemic, a trained, unlicensed Eden Area ROP employee may administer medication to a student.~~

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 600-611	Administering medication to students
Bus. Code 2700-2837	Nursing
Bus. Code 3500-3546	Physician assistants
Bus. Code 4119.2	Acquisition of epinephrine auto-injectors
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49407	Liability for treatment
Ed. Code 49408	Student emergency information
Ed. Code 49414	Emergency epinephrine auto-injectors
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opioid overdose
Ed. Code 49414.5	Providing school personnel with voluntary emergency training
Ed. Code 49422-49427	Employment of medical personnel
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49423.1	Inhaled asthma medication

Regulation 5141.21: Administering Medication And Monitoring Health Conditions

Status: ADOPTED

Original Adopted Date: 02/05/2015 | **Last Revised Date:** 02/03/2022

Definitions

Authorized health care provider means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

Other designated school personnel means any individual employed by the Eden Area Regional Occupational Program (Eden Area ROP), including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

Epinephrine auto-injector means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

Opioid antagonist means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body and that has been approved for the treatment of an opioid overdose. (Education Code 49414.3)

Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.

2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

1. Submitting the parent/guardian written statement and the authorized health care provider's written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)

2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician and updating the information when needed. (Education Code 49480)

3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

Parent/Guardian Statement

When Eden Area ROP employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student

2. Grant permission for an authorized Eden Area ROP representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication

3. Contain an acknowledgment that the parent/guardian understands how Eden Area ROP employees will administer the medication or otherwise assist the student in its administration

4. Contain an acknowledgment that the parent/guardian understands the responsibilities to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the Eden Area ROP in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment

5. Contain an acknowledgment that the parent/guardian understands the right to terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that the student be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration

2. Release the Eden Area ROP and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the Eden Area ROP to administer medication to the student, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation

2. That the individual is permitted to be on the school site

3. Any limitations on the individual's authority

Health Care Provider Statement

When any Eden Area ROP employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)

2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)

3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)

4. If a parent/guardian has requested that the student be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)

5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)

6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation

7. Possible side effects of the medication

8. Name, address, telephone number, and signature of the student's authorized health care provider

For self-administration of inhaled asthma medication, the Eden Area ROP shall accept a written statement from a physician or surgeon contracted with a health plan licensed pursuant to Health and Safety Code 1351.2. Such written statement shall be in English and Spanish, and shall include the name and contact information for the physician or surgeon. (Education Code 49423.1)

Eden Area ROP Responsibilities

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other other designated Eden Area ROP personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and note on the list the type of medication and the times and dosage to be administered
4. Maintain for each student a medication log which may:
 - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information
 - b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
6. Ensure that student confidentiality is appropriately maintained
7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities
8. Report to a student's parent/guardian and the site administrator any refusal by the student to take the medication
9. Keep all medication to be administered by the Eden Area ROP in a locked drawer or cabinet
10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
11. Counsel other designated Eden Area ROP personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose

12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances

13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance, directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance

14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

Emergency Epinephrine Auto-Injectors

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive. (Education Code 49414)

The Superintendent or designee may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414 and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

A school nurse or other qualified supervisor of health, or a Eden Area ROP administrator If the Eden Area ROP does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the Eden Area ROP for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in the employee's personnel file. (Education Code 49414)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

Emergency Medication for Opioid Overdose

The Eden Area ROP may elect to make emergency naloxone hydrochloride or another opioid antagonist available at schools for the purpose of providing emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. In determining whether to make this medication available, the Superintendent or designee shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to providing an opioid antagonist and training personnel to administer the medication. (Education Code 49414.3)

When available at the school site, the school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have volunteered and have received training may administer such medication when a school nurse or physician is unavailable, and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist, describing the training that the volunteer will receive, and explaining the right of the volunteer to rescind the offer to volunteer at any time, including after receiving training. The notice shall also include a statement that no benefit will be granted to or withheld from any employee based on the offer to volunteer and that there will be no retaliation against any employee for rescinding the offer to volunteer. (Education Code 49414.3)

The Superintendent or designee may designate one or more volunteer employees to receive initial and annual refresher training, based on standards adopted by the SPI, regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49414.3)

A school nurse, other qualified supervisor of health, or, if the Eden Area ROP does not have a qualified supervisor of health, an Eden Area ROP administrator shall obtain a prescription for naloxone hydrochloride or another opioid antagonist from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414.3)

If the medication is used, the school nurse, other qualified supervisor of health, or Eden Area ROP administrator, as applicable, shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, the medication shall be restocked before its expiration date. (Education Code 49414.3)

Information regarding defense and indemnification provided by the Eden Area ROP for any and all civil liability for volunteers administering naloxone hydrochloride or another opioid antagonist for emergency aid shall be provided to each volunteer and retained in the employee's personnel file. (Education Code 49414.3)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414.3, including, but not limited to, the acceptance of the naloxone hydrochloride or another opioid antagonist from a manufacturer of

wholesaler. (Education Code 49414.3)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist for a period of three years from the date the records were created. (Business and Professions Code 4119.8)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

5 CCR 600-611

Bus. Code 2700-2837

Bus. Code 3500-3546

Bus. Code 4119.2

Bus. Code 4119.8

Ed. Code 48980

Ed. Code 49407

Ed. Code 49408

Ed. Code 49414

Ed. Code 49414.3

Ed. Code 49414.5

Ed. Code 49422-49427

Ed. Code 49423

Ed. Code 49423.1

Ed. Code 49480

H&S Code 11362.7-11362.85

Description

Administering medication to students

[Nursing](#)

[Physician assistants](#)

[Acquisition of epinephrine auto-injectors](#)

[Acquisition of naloxone hydrochloride or another opioid antagonist](#)

Parent/Guardian notifications

Liability for treatment

Student emergency information

Emergency epinephrine auto-injectors

Emergency medical assistance; administration of medication for opioid overdose

Providing school personnel with voluntary emergency training

Employment of medical personnel

Administration of prescribed medication for student

Inhaled asthma medication

Continuing medication regimen; notice

Medicinal cannabis

Federal

20 USC 1232g

20 USC 1400-1482

21 USC 812

21 USC 844

Description

Family Educational Rights and Privacy Act (FERPA) of 1974

Individuals with Disabilities Education Act

Schedule of controlled substances

Penalties for possession of controlled substance

29 USC 794

Rehabilitation Act of 1973; Section 504

Management Resources

American Diabetes Association
Publication

Description

Glucagon Training Standards for School Personnel: Providing
Emergency Medical Assistance to Pupils with Diabetes, May
2006

American Diabetes Association
Publication

Legal Advisory on Rights of Students with Diabetes in
California's K-12 Public Schools, August 2007

American Diabetes Association
Publication

Program Advisory on Medication Administration, 2005

American Diabetes Association
Publication

Training Standards for the Administration of Epinephrine
Auto-Injectors, rev. 2015

Court Decision

American Nurses Association v. Torlakson, (2013) 57 Cal.4th
570

National Diabetes Education Program
Publication

Helping the Student with Diabetes Succeed: A Guide for
School Personnel, June 2003

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[National Diabetes Education Program](#)

Website

[U.S. Department of Health and Human Services, National
Institutes of Health, Blood Institute, asthma information](#)

Website

[American Diabetes Association](#)

Website

[California Department of Education, Health Services and
School Nursing](#)

Website

[CSBA](#)

Cross References

Code

3513.4

Description

[Drug And Alcohol Free Schools](#)

4119.43

[Universal Precautions](#)

4119.43

[Universal Precautions](#)

4131

[Staff Development](#)

4131

[Staff Development](#)

4219.43

[Universal Precautions](#)

4219.43

[Universal Precautions](#)

4231

[Staff Development](#)

4231

[Staff Development](#)

4319.43

[Universal Precautions](#)

4319.43

[Universal Precautions](#)

5113	<u>Absences And Excuses</u>
5113	<u>Absences And Excuses</u>
5113.1	<u>Chronic Absence And Truancy</u>
5113.1	<u>Chronic Absence And Truancy</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5131.62	<u>Tobacco</u>
5141	<u>Health Care And Emergencies</u>
5141	<u>Health Care And Emergencies</u>
5141.22	<u>Infectious Diseases</u>
5141.22	<u>Infectious Diseases</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E PDF(1)	<u>Parent/Guardian Notifications</u>
6163.2	<u>Animals At School</u>
6163.2	<u>Animals At School</u>

Ed. Code 49480

H&S Code 11362.7-11362.85

Federal

20 USC 1232g

20 USC 1400-1482

21 USC 812

21 USC 844

29 USC 794

Management Resources

American Diabetes Association
Publication

American Diabetes Association
Publication

American Diabetes Association
Publication

American Diabetes Association
Publication

Court Decision

National Diabetes Education Program
Publication

Website

Website

Website

Website

Website

Website

Continuing medication regimen; notice

Medicinal cannabis

Description

Family Educational Rights and Privacy Act (FERPA) of 1974

Individuals with Disabilities Education Act

Schedule of controlled substances

Penalties for possession of controlled substance

Rehabilitation Act of 1973; Section 504

Description

Glucagon Training Standards for School Personnel: Providing
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Auto-Injectors, rev. 2015

American Nurses Association v. Torlakson, (2013) 57 Cal.4th
570

Helping the Student with Diabetes Succeed: A Guide for
School Personnel, June 2003

[CSBA District and County Office of Education Legal Services](#)

[National Diabetes Education Program](#)

[U.S. Department of Health and Human Services, National
Institutes of Health, Blood Institute, asthma information](#)

[American Diabetes Association](#)

[California Department of Education, Health Services and
School Nursing](#)

[CSBA](#)

Cross References

Code

3513.4

4119.43

4119.43

4131

4131

Description

[Drug And Alcohol Free Schools](#)

[Universal Precautions](#)

[Universal Precautions](#)

[Staff Development](#)

[Staff Development](#)

4219.43	<u>Universal Precautions</u>
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4231	<u>Staff Development</u>
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4319.43	<u>Universal Precautions</u>
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5113	<u>Absences And Excuses</u>
5113	<u>Absences And Excuses</u>
5113.1	<u>Chronic Absence And Truancy</u>
5113.1	<u>Chronic Absence And Truancy</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5131.62	<u>Tobacco</u>
5141	<u>Health Care And Emergencies</u>
5141	<u>Health Care And Emergencies</u>
5141.22	<u>Infectious Diseases</u>
5141.22	<u>Infectious Diseases</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E PDF(1)	<u>Parent/Guardian Notifications</u>
6163.2	<u>Animals At School</u>
6163.2	<u>Animals At School</u>



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2022

BACKGROUND

Pursuant to the standards for financial and compliance audits, the Eden Area ROP is audited by an independent auditor in compliance with the Government Auditing Standards, issued by the Controller General of the United States, and Standards and Procedures for Audits of California K-12 Local Educational Agencies, as prescribed by the State Controller.

CURRENT SITUATION

For the Fiscal Year ending June 30, 2022, the Eden Area ROP exhibits compliance with the Governmental Accounting Standards Board (GASB) Statement No. 34 – Basic Financial Statement – and Management's Discussion and Analysis – for State and Local Governments. Included in the report is the Eden Area ROP management analysis of the Program's overall financial position called the Management Discussion and Analysis (MD&A). Per GASB Statement No. 34, fund financial statements now focus on major funds and they are prepared using the full accrual accounting method, including the reporting of major classes of capital assets.

The report is included under separate cover and is available for review by the public upon request.

RECOMMENDATION

It is recommended that the Governing Board approve the Annual Independent Auditor's Report for the fiscal year ending June 30, 2022.



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the adoption of Resolution 10-22/23: Career and Technical Education Month (February)

BACKGROUND

February has been designated as Career and Technical Education Month by the Association for Career and Technical Education (ACTE).

CURRENT SITUATION

Attached Resolution 10-22/23 recognizes the month as a celebration of the vital impact career and technical education makes upon our students' lives, our business and technical communities and the economic development of our country.

Once adopted, Resolution 10-22/23 will be sent to local and state officials to increase awareness.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 10-22/23: Career and Technical Education Month (February).

EdenAreaROP

RESOLUTION NO. 10-22/23

Career and Technical Education Month: February

WHEREAS, February has been designated Career and Technical Education Month by the Association for Career and Technical Education; and

WHEREAS, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system; and

WHEREAS, career and technical education provides Americans with a school-to-careers connection that is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry and contributes to America's leadership in the international marketplace; and

WHEREAS, career and technical education gives high school students experience in practical, meaningful applications of basic skills such as reading, writing and mathematics, thus improving the quality of their education, motivating potential dropouts and giving all students leadership opportunities in their fields and in their communities; and

WHEREAS, career and technical education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and potential satisfaction; and

WHEREAS, the ever-increasing cooperative efforts of career and technical educators, business and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade;

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of the Eden Area Regional Occupational Program does hereby recognize February as

CAREER AND TECHNICAL EDUCATION MONTH

and urge all citizens to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

PASSED AND ADOPTED by the following called vote this 2nd day of February 2023.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Blaine Torpey
ROP Governing Board Clerk, Eden Area ROP
Alameda County, State of California



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Governing Board Reorganization

BACKGROUND

Annually, the Governing Board selects a Board President and Vice-President to perform the duties as specified in the Government Code.

CURRENT SITUATION

Now that reorganization of the member districts have been completed, the Eden Area ROP Governing Board will select a President and Vice-President to serve from February 2022 through February 2023. All members of the current Governing Board are eligible for election.

RECOMMENDATION

It is recommended that the Governing Board elect their new officers at tonight's meeting and approve the Governing Board reorganization.

DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Public Disclosure of Eden Area ROP Employees' Agreement for the 2022-2023 One-Time Inflationary Stipend

BACKGROUND

Per California Government Code (GC) Section 3547.5, it states that "Before a public School employer enters into a written agreement ... the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public instruction. The superintendent of the school district and chief business official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement." Furthermore, per California Department of Education, Assembly Bill (AB) 1200 "was created to ensure that local educational agencies throughout California adequately prepared to meet their financial obligations... expand[ing] the role of county offices of education (COEs) in monitoring school districts by mandating that COEs intervene under certain circumstances to ensure districts can meet their financial obligations."

CURRENT SITUATION

On December 5, 2022, per Recess to Closed Session Item B, Eden Area ROP presented to the Governing Board a request for a one-time inflationary stipend of \$5,500.00 for all employees based on their full-time status, while part-time employee will have the stipend prorated based on their FTE, and hourly employees will receive a stipend prorated based on the hours they work. Then, on the same evening, per Reconvene to Open Session and Report Action Taken in Closed Session Item B, the Governing Board approved this action.

In compliance with AB 1200 and GC 3547.5, Eden Area ROP has prepared and certified the Public Disclosure of Collective Bargaining Agreement showing EAROP's ability to meet the cost of this request, along with a Certificate of Affordability submitted to Alameda County Office of Education on December 16, 2022.

RECOMMENDATION

It is recommended that the Governing Board approve the Public Disclosure of Eden Area ROP employees' agreement for the 2022-2023 one-time inflationary stipend.

Public Disclosure of Collective Bargaining Agreement

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

Name of District: Eden Area ROP

Name of Bargaining Unit: N/A

Certificated or Classified: Both

The proposed agreement covers the period beginning: 7/1/2022 (date) and ending: 6/30/2023 (date)

The Governing Board will take action on: 2/2/2023 (date)

Letter requested from Alameda County Office of Education? Yes (indicate yes or no)

A. Proposed Changes in Compensation

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement 2022-2023	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1	Year 2	Year 3
			Increase/(Decrease) 2022-2023	Increase/(Decrease) 2023-2024	Increase/(Decrease) 2024-2025
1.	Salary Schedule (Including Step & Column)	\$ 5,365,348	\$ 280,775	\$ -	\$ -
			5.23%	0.00%	0.00%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
2a.	Description of Other Compensation (Listed on Line 2 above)		\$ -		
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,902,185	\$ 42,338	\$ -	\$ -
			2.23%	0.00%	0.00%
4.	Health/Welfare Increases	\$ 607,415	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	Total Cost of Negotiated Settlement (Add Items 1 through 4 to equal 5)	\$ 7,874,948	\$ 323,113	\$ -	\$ -
			4.10%	0.00%	0.00%
6.	Total number of represented Employees (Use FTEs)	53	53	0	0
7.	Total Compensation <u>Average</u> Cost per Employee	\$ 148,584	\$ 6,096	\$ -	\$ -

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

Name of District: Eden Area ROP

Name of Bargaining Unit: N/A

The Governing Board will take action on: 2/2/2023

D. Impact of Proposed Agreement on Current Year Operating Budget - UNRESTRICTED GENERAL FUND

	Column 1	Column 2	Column 3	Column 4
Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Latest Board- Approved Budget Before Settlement As of: 12/05/2022	Adjustments as a result of Settlement	Other Revisions due to Settlement and/or Other Unit Agreements	Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Federal Revenue (8100-8299)	\$ -	\$ -	\$ -	\$ -
Other State Revenue (8300-8599)	\$ -	\$ -	\$ -	\$ -
Other Local Revenue (8600-8799)	\$ 8,813,181	\$ -	\$ -	\$ 8,813,181
Total Revenues	\$ 8,813,181	\$ -	\$ -	\$ 8,813,181
Expenditures				
Certificated Salaries (1000-1999)	\$ 2,962,464	\$ -	\$ -	\$ 2,962,464
Classified Salaries (2000-2999)	\$ 1,009,769	\$ -	\$ -	\$ 1,009,769
Employee Benefits (3000-3999)	\$ 1,584,285	\$ -	\$ -	\$ 1,584,285
Books and Supplies (4000-4999)	\$ 342,259	\$ -	\$ -	\$ 342,259
Services & Operating Expenses (5000-5999)	\$ 3,424,424	\$ -	\$ -	\$ 3,424,424
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299 & 7400-7499)	\$ (167,987)	\$ -	\$ -	\$ (167,987)
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 9,155,214	\$ -	\$ -	\$ 9,155,214
Operating Surplus (Deficit)	\$ (342,033)	\$ -	\$ -	\$ (342,033)
Other Sources and Transfers In (8910-8979)	\$ 350,000	\$ -	\$ -	\$ 350,000
Other Uses and Transfers Out (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ 7,967	\$ -	\$ -	\$ 7,967
Beginning Balance	\$ 5,326,116			\$ 5,326,116
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 5,334,083	\$ -	\$ -	\$ 5,334,083
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)				\$ -
Reserved for Economic Uncertainties (9789)	\$ 1,259,426	\$ -	\$ -	\$ 1,259,426
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ 4,074,657			\$ 4,074,657
Comments (Major changes):	No changes to unrestricted general fund nor to fund balance.			

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

Name of District: **Eden Area ROP**

Name of Bargaining Unit: **N/A**

The Governing Board will take action on: **2/2/2023**

D. Impact of Proposed Agreement on Current Year Operating Budget - RESTRICTED GENERAL FUND

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement As of: 12/05/2022	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Federal Revenue (8100-8299)	\$ 264,132	\$ -	\$ -	\$ 264,132
Other State Revenue (8300-8599)	\$ 7,174,536	\$ -	\$ -	\$ 7,174,536
Other Local Revenue (8600-8799)	\$ 4,300,271	\$ -	\$ -	\$ 4,300,271
Total Revenues	\$ 11,738,939	\$ -	\$ -	\$ 11,738,939
Expenditures				
Certificated Salaries (1000-1999)	\$ 706,448	\$ 163,625	\$ -	\$ 870,073
Classified Salaries (2000-2999)	\$ 686,667	\$ 110,000	\$ -	\$ 796,667
Employee Benefits (3000-3999)	\$ 925,315	\$ 41,628	\$ -	\$ 966,943
Books and Supplies (4000-4999)	\$ 342,755	\$ -	\$ -	\$ 342,755
Services & Operating Expenses (5000-5999)	\$ 8,381,591	\$ -	\$ -	\$ 8,381,591
Capital Outlay (6000-6599)	\$ 624,450	\$ (315,253)	\$ -	\$ 309,197
Other Outgo (7100-7299 & 7400-7499)	\$ 167,987	\$ -	\$ -	\$ 167,987
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 11,835,213	\$ -	\$ -	\$ 11,835,213
Operating Surplus (Deficit)	\$ (96,274)	\$ -	\$ -	\$ (96,274)
Other Sources and Transfers In (8910-8979)	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ (96,274)	\$ -	\$ -	\$ (96,274)
Beginning Balance	\$ 299,297			\$ 299,297
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			
Current Year Ending Balance	\$ 203,023	\$ -	\$ -	\$ 203,023
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9789)				
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ 203,023			\$ 203,023
Comments (Major changes):				
Reappropriation of restricted general fund only. No changes to fund balance.				

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

Name of District: **Eden Area ROP**

Name of Bargaining Unit: **N/A**

The Governing Board will take action on: **2/2/2023**

D. Impact of Proposed Agreement on Current Year Operating Budget - COMBINED GENERAL FUND

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement As of: 12/05/2022	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Federal Revenue (8100-8299)	\$ 264,132	\$ -	\$ -	\$ 264,132
Other State Revenue (8300-8599)	\$ 7,174,536	\$ -	\$ -	\$ 7,174,536
Other Local Revenue (8600-8799)	\$ 13,113,452	\$ -	\$ -	\$ 13,113,452
Total Revenues	\$ 20,552,120	\$ -	\$ -	\$ 20,552,120
Expenditures				
Certificated Salaries (1000-1999)	\$ 3,668,912	\$ 163,625	\$ -	\$ 3,832,537
Classified Salaries (2000-2999)	\$ 1,696,436	\$ 110,000	\$ -	\$ 1,806,436
Employee Benefits (3000-3999)	\$ 2,509,600	\$ 41,628	\$ -	\$ 2,551,228
Books and Supplies (4000-4999)	\$ 685,014	\$ -	\$ -	\$ 685,014
Services & Operating Expenses (5000-5999)	\$ 11,806,015	\$ -	\$ -	\$ 11,806,015
Capital Outlay (6000-6599)	\$ 624,450	\$ (315,253)	\$ -	\$ 309,197
Other Outgo (7100-7299 & 7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 20,990,427	\$ -	\$ -	\$ 20,990,427
Operating Surplus (Deficit)	\$ (438,307)	\$ -	\$ -	\$ (438,307)
Other Sources and Transfers In (8910-8979)	\$ 350,000	\$ -	\$ -	\$ 350,000
Other Uses and Transfers Out (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
Current Year Increase (Decrease) In Fund Balance	\$ (88,307)	\$ -	\$ -	\$ (88,307)
Beginning Balance	\$ 5,625,413			\$ 5,625,413
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			\$ -
Current Year Ending Balance	\$ 5,537,106	\$ -	\$ -	\$ 5,537,106
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9789)	\$ 1,259,426	\$ -	\$ -	\$ 1,259,426
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amounts - Unrestricted (9790)	\$ 4,074,657	\$ -	\$ -	\$ 4,074,657
Unappropriated Amounts - Restricted (9790)	\$ 203,023	\$ -	\$ -	\$ 203,023
Unrestricted Reserves Percentage	25.41%			25.41%
Comments (Major changes):				
Reappropriation of restricted general fund only. No changes to fund balance.				

Public Disclosure of Collective Bargaining Agreement

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

Name of District:

Eden Area ROP

Name of Bargaining Unit:

N/A

The Governing Board will take action on:

2/2/2023

E. Revised MYP Including the Effects of Collective Bargaining

	Year 1	Year 2	Year 3
	FY	FY	FY
Revenues			
LCFF Revenue Sources	0		
Federal Revenue	264,132	161,612	161,612
Other State Revenue	7,174,536	3,775,833	3,775,833
Local Revenue	13,113,452	10,296,588	9,686,127
Other Financing Sources	350,000	275,000	200,000
Other Adjustments			
Total Revenue	20,902,120	14,509,033	13,823,572
Expenditures			
Certificated Salaries	3,832,537	3,832,537	3,245,970
Step & Column Adjustment		29,272	28,565
Settlement-Related Costs (+/-)		(163,625)	0
Other Adjustments		(452,214)	0
Total Certificated Salaries	3,832,537	3,245,970	3,274,535
Classified Salaries	1,806,436	1,806,436	1,216,233
Step & Column Adjustment		12,161	13,014
Settlement-Related Costs (+/-)		(110,000)	0
Other Adjustments		(492,364)	0
Total Classified Salaries	1,806,436	1,216,233	1,229,247
Employee Benefits	2,551,228	2,194,606	2,218,088
Settlement-Related Costs (+/-)		0	0
Books & Supplies	685,014	346,960	346,960
Services, Other Operating Exp	11,806,015	7,375,605	7,439,353
Capital Outlay	309,197	0	0
Other Outgo (Excluding Transfers of Indirect Costs)	0	0	0
Other Outgo - Transfers of Indirect Costs	0	0	0
Other Financing Uses	0	0	0
Other Adjustments			
Total Expenditures	20,990,427	14,379,374	14,508,183
Net Increase(Decrease) in Fund Balance	(88,307)	129,659	(684,611)
Beginning Fund Balance	5,625,413	5,537,106	5,666,765
Audit Adjustments/Restatements	0		
Ending Balance	5,537,106	5,666,765	4,982,154
Components of Ending Balance			
Revolving & Stores			
Restricted Balance & Other Designations	0	0	0
Required Reserve	1,259,426		
Unrestricted Balance (Incl Revolving)	4,277,680	5,666,765	4,982,154
ADA Assumption:			

Comments (Major changes):

Public Disclosure of Collective Bargaining Agreement

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

F. State Reserve Standard

1. Calculate State Required Minimum Reserve - Required Reserve for Economic Uncertainty (REU)

	Year 1	Year 2	Year 3
a. Total Expenditures including Transfers Out and Other Uses	20,990,427	14,379,374	14,508,183
b. Required Reserve Percentage (REU) for this District	6.00%	6.00%	6.00%
c. REU Amount:	\$ 1,259,426	\$ 862,762	\$ 870,491

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

a. General Fund Unrestricted REU	\$ 1,259,426	\$ -	\$ -
b. General Fund Unrestricted Unassigned/Unappropriated	\$ 4,277,680	\$ 5,666,765	\$ 4,982,154
c. Special Reserve Fund 17- REU	\$ -	\$ -	\$ -
d. Special Reserve Fund 17- Unassigned/Unappropriated	\$ -	\$ -	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 5,537,106	\$ 5,666,765	\$ 4,982,154

3. Has the minimum state-required reserve been met?

Yes

Yes

Yes

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

N/A

4. Is a retroactive payroll anticipated? If yes, please provide a cashflow with an estimated timeline of when this will impact the District's General Fund cash.

Public Disclosure of Collective Bargaining Agreement

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

Name of District: Eden Area ROP

Name of Bargaining Unit: N/A

The Governing Board will take action on: 2/2/2023

B. Narrative Description of Agreement

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

No % increase. Instead, a \$5,500.00 (prorated if less than 1.00 FTE) one-time stipend to address inflation and support in-person instruction, to all current employees (Superintendent is excluded from one-time stipend).

9. **Were any additional steps, columns or ranges added to the schedules?**

(If yes, please explain.)

No.

10. **Please include additional comments and explanations as necessary.**

(If more room is necessary, please attach additional sheet.)

This one-time stipend was approved on 12/05/2022, per Recess to Closed Session Item B, then per Reconvene to Open Session and Report Action Taken in Closed Session Item B.

11. **Proposed negotiated changes in non-compensation Items**

(e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None.

12. **What contingency language is included in the proposed agreement (e.g. reopeners, etc.)?**

None.

13. **Identify other major provisions that do not directly affect the district's costs; such as binding arbitration, grievances procedures, etc.**

N/A

Public Disclosure of Collective Bargaining Agreement

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

Name of District: Eden Area ROP

Name of Bargaining Unit: N/A

The Governing Board will take action on: 2/2/2023

C. Source of Funding for Proposed Agreement

14. Source of Funding for Proposed Agreement

A. If this is a one-time or off-schedule settlement, how will the cost of the proposed agreement be funded and when is the payment expected to be funded?

This is a one-time settlement, paid on the 12/23/2022 and 01/02/2023 payrolls, to be paid from restricted sources only, by way of reappropriating already appropriated budget (i.e., from Object 6000s to Object 1000s, 2000s and 3000s).

B. If this is not a one-time settlement, how will the ongoing cost of the proposed agreement be funded in the current and subsequent years (i.e., what will allow the district to afford this contract on an ongoing basis)?

N/A

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

There is no impact on instructional and support programs to accommodate this settlement.

16. Will this agreement create, increase, or decrease deficit spending in the current or subsequent year(s)? "Deficit spending" is when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will not create, increase or decrease deficit spending in the current or subsequent FYs.

17. Were "Other Adjustments" amount(s) entered in the multiyear projections (page 5) for 1st and 2nd subsequent fiscal years?

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent Year	\$ (944,578)	End of grants
2nd Subsequent Year	\$ -	

Additional Explanation (if necessary)

Eden Area ROP **School District**
Public Disclosure of Collective Bargaining Agreement

In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.

CERTIFICATE OF AFFORDABILITY

Certification of the District's Ability to Afford the Costs of a Collective Bargaining Agreement

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to public disclosure and included as part of the public disclosure documentation.

The District projects the total monetary cost of the settlement to be as follows:

For an ongoing cost, please show the ongoing cost in each year. For a one-time cost, only include the cost in the year impacted.

Cost over current budget / MYP	Year 1	Year 2	Year 3	Cumulative cost over 3 years
One-time	315,253	-	-	315,253
On-going	-	-	-	-
Total	315,253	-	-	315,253

Please check one of the following:

☒ No budget revisions are necessary for the District to afford this settlement.

☐ Budget revisions are necessary for the District to afford this settlement. These revisions are itemized below. The District's budget assumptions are attached, which become an integral part of this document.

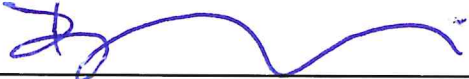
Note that if the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c).

Indicate any changes from the latest board approved budget:

Budget Adjustment Categories	Change to Fund Balance Increase (Decrease)		
	Year 1	Year 2	Year 3
Revenues/Other Financing Sources			
Expenditures/Other Financing Uses			
Increased salary costs	315,253	-	-
Ending Fund Balance			
Increase (Decrease)	(315,253)	-	-

Please review the above and sign below:

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the _____ Eden Area ROP _____ School District hereby certify that the District can meet the costs incurred under the Collective Bargaining




 District Superintendent (Signature)

12/16/2022

 Date

Blaine Torpey

 District Superintendent (Type Name)



 Chief Business Official (Signature)

12/16/2022

 Date

Anthony Oum

 Chief Business Official (Type Name)

Eden Area ROP School District
Public Disclosure of Collective Bargaining Agreement
In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.

Certification of Board Action

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

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code 3547.5.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> District Superintendent (or Designee) (Signature)	<div style="background-color: yellow; height: 30px; width: 100%;"></div> <hr style="border: none; border-top: 1px solid black; margin-top: 5px;"/> Date
<p>After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on <u> 2/2/2023 </u>, took action to approve the proposed Agreement with the <u> N/A </u> Bargaining Unit.</p>	
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> President (or Clerk), Governing Board (Signature)	<div style="background-color: yellow; height: 30px; width: 100%;"></div> <hr style="border: none; border-top: 1px solid black; margin-top: 5px;"/> Date

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

DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of the Eden Area ROP Core Values

BACKGROUND

The Eden Area ROP Board Policy 0000: Vision asks us to adopt a long-range vision for our programs and activities, "that focus on the achievement and well-being of all students..." The Eden Area ROP has an excellent succinct and concise Mission Statement that guides our daily work.

Developing a long-range vision is a critical component of developing a strategic plan that iterates action items informed by our vision and guided by our mission. To set the foundation of this work, it is important for the Eden Area ROP to develop and agree upon shared core values. Knowing what our values are as an organization will help us establish and articulate a long-term vision and they will serve an anchor as we follow our mission to achieve our vision. Holding core values will assist in decision making, program planning and evaluating our progress.

The Core Values should be collaboratively developed, adopted by consensus, and shared with all stakeholders. Since the beginning of the year, Eden Area ROP Administrators and Staff have participated in activities to provide input and feedback on the draft Core Values.

CURRENT SITUATION

Since August 2022, the Eden Area ROP Administration, Staff, Students, Trustees, and partner Superintendents have been part of the process to develop and articulate the Eden Area ROP's Core Values. The Governing Board was able to provide feedback during the discussion at the October 7, 2022 Board meeting. They are an amalgamation of ideas that were contributed by all groups and then word-smithed to best represent who we want to be as a community and the framework in which we want to make decisions about what is best for students, staff and the organization.

The next step is for the Eden Area ROP to use the Core Values, and the already established Mission Statement to construct a clear, concise, and coherent Vision Statement. These are important elements of a strategic process that will help ensure that our actions are intentional, grounded, and focused on equity.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of the Eden Area ROP Core Values.

EdenAreaROP Core Values 2022

We believe in the **Eden Area ROP**.

E**quitable:** We believe ~~all students, families and staff should be seen, heard, valued, welcomed, protected, included, respected, loved, and have rights to economic and educational mobility.~~ in fostering belonging and creating a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.

A**ccessible:** We believe ~~that by co-creating a community identity founded in humility, empathy, and deep listening, we will foster belonging and a safe and inclusive environment that works to eradicate the impacts of racism, bias, discrimination, and privilege.~~ all students, families and staff should feel seen, heard, welcomed, included, respected, and have access to economic and educational mobility.

R**esponsive:** We believe that instruction should be culturally responsive, restorative, trauma-informed, ethical, ~~allow for the application of knowledge and information literacy,~~ and prepare students for a path to self-fulfillment and self-actualization.

O**utcomes:** We believe ~~that all people should have the opportunity to find a pathway~~ our students will find a pathway with confidence and purpose that guides them towards a career, college, service to others, and life-affirming endeavors ~~with confidence and purpose.~~

P**rofessional:** We believe excellence is the standard, as such, ~~we~~ we will work with integrity, transparency, and clear communication.



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve Starting a New SkillsUSA Chapter at the Eden Area ROP

BACKGROUND

One of the key components of a high-quality Career Technical Education (CTE) program is the students' active participation in a Career and Technical Student Organization (CTSO). CTSOs provide students valuable opportunities to hone their skills, build and develop leadership skills and network within their industry sector.

SkillsUSA is a national organization that provides CTE students with a venue for student leadership and competition. With three levels of skill and leadership competitions, SkillsUSA encourages growth through participation in leadership and skill activities to enhance classroom learning. SkillsUSA California has over 9,100 members.

CURRENT SITUATION

Eden Area ROP Center student participation and enthusiasm for SkillsUSA has increased since the return to school.

Students have started the formal process to have an official SkillsUSA chapter at the Eden Area ROP. A SkillsUSA chapter consists of a group of members who actively participate in the California SkillsUSA organization. Chapters work together to prepare for competition, fundraising, community service, and exemplify leadership.

These students have been working on a club chapter, electing club officers, and starting an Associated Student Body (ASB) account to appropriately manage their funds.

Students will present information and request the Governing Board to approve an Eden Area ROP Student Chapter Club.

RECOMMENDATION

It is recommended that the Governing Board approved starting a new SkillsUSA Chapter at the Eden Area ROP.



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Chabot Las Positas Community College District for a College and Career Access Pathways (CCAP) Partnership for the 2022-2023 School Year

BACKGROUND

Currently, most Eden Area ROP students are in courses that are articulated with Community Colleges. This allows students the opportunity to earn college credit. To immediately enhance the early college credit opportunities for Eden Area ROP students, we have been working with Chabot College to advance two of our articulation agreements into dual enrollment classes. We can do this because these courses are taught by Eden Area ROP instructors who are already Chabot Adjunct Instructors. Dual Enrollment has advantages over articulation and supports the College and Career Readiness for students.

CURRENT SITUATION

The proposed agreement, "College and Career Access Pathways Partnership Agreement: A Dual Enrollment Partnership Agreement," will satisfy our need to immediately impact student outcomes. Using the existing agreement as a template, we will begin working on an agreement for Fall 2023 to expand our Dual Enrollment offerings.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with Chabot Las Positas Community College District for a for a College and Career Access Pathways (CCAP) Partnership for the 2022-2023 school year.

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Chabot-Las Positas Community College District 7600 Dublin Boulevard, 3rd Floor, Dublin, California 94568 (“CLPCCD”), and Eden Area ROP(“EAROP”) 26316 Hesperian Blvd. Hayward, CA 94545

WHEREAS, the mission of CLPCCD and its colleges, Chabot College and Las Positas College, includes providing educational programs and services that are responsive to the needs of the students and communities within the Chabot-Las Positas Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, EAROP is a Regional Opportunity Program serving grades 11-12 located in within the regional service area of CLPCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS CLPCCD desires to offer or expand dual enrollment opportunities for students served by EAROP and

WHEREAS, CLPCCD and EAROP are entering into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288 and AB 30 (Education Code § 76004), for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, CLPCCD and its colleges;

NOW THEREFORE, CLPCCD and EAROP agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be ongoing beginning on January 17, 2023, unless otherwise terminated in accordance with Section 19 of this Agreement.

- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by CLPCCD for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the CLPCCD, Chabot Community College, and for EAROP. Sec. 2 (c)(2)
- 1.4 A copy of the CLPCCD and EAROP CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. Sec. 2 (c)(3)

2. DEFINITIONS

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the EAROP have been approved in accordance with the policies and guidelines of CLPCCD, Chabot College, and applicable law. Sec. 2 (a)
- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 Pupil or Student - A resident or nonresident student attending high school in California. Effective January 1, 2014, Pursuant to SB 150, the concurrent enrollment in secondary school and community college nonresident tuition exemption: concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility - Students are eligible who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to Chabot Community College and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by Chabot Community College and shall be in compliance with applicable law and CLPCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and CLPCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the EAROP unless otherwise specified in the Appendix.
- 3.5 As part of this CCAP Agreement, CLPCCD shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.6 Students participating in a CCAP partnership program may enroll in up to a maximum of 11 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3) as well as Chabot PB 5010. Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.7 Minimum School Day – EAROP shall certify that it shall teach EAROP students participating as part of a CCAP Agreement no less than the number of instructional

minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 Chabot College will be responsible for processing student applications.
- 4.2 Chabot College will provide the necessary admission and registration forms and procedures and both Chabot College and EAROP will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 EAROP agrees to assist Chabot College in the admission and registration of EAROP students as may be necessary and requested by Chabot College.
- 4.4 EAROP, CLPCCD, and Chabot College understand and agree that timely and complete student admission and registration is essential for a successful CCAP Agreement dual enrollment program.
- 4.5 Chabot College admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 4.6 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f)(q)

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of CLPCCD shall exempt special part-time students under this CCAP Agreement as described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for EAROP students who enroll in a Chabot College course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by EAROP. Participating students must meet all CLPCCD prerequisite requirements as established by the CLPCCD and Chabot College as stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.3 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official Chabot College transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the Chabot College catalog.

- 5.4 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the Chabot College for information regarding applicable policies and procedures.
- 5.5 Students enrolled in Chabot College courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the EAROP. Chabot College shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the Chabot College. EAROP shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the EAROP.
- 5.6 Students who withdraw from courses offered as part of this CCAP Agreement will not receive Chabot College credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to Chabot College policy.
- 5.7 A course dropped within the CLPCCD drop “without a W” deadline will not appear on the EAROP or the Chabot College transcript.

6. CCAP AGREEMENT COURSES

- 6.1 Chabot College may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 Courses offered as part of this CCAP Agreement at Chabot College may not limit enrollment in the course. Sec. 2 (o)(1)
- 6.3 Chabot College is responsible for all courses and educational programs offered as part of the CCAP Agreement regardless of whether the course and educational program is offered on site at the EAROP or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by COLLEGE with the approval of CLPCCD and the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1) Courses offered as part of this CCAP Agreement either at the COLLEGE or EAROP shall be jointly reviewed and approved.
- 6.5 Courses offered as part of this CCAP Agreement at the EAROP shall be of the same quality and rigor as those offered on Chabot College campus and shall be in compliance with CLPCCD academic standards.

- 6.6 Courses offered as part of this CCAP Agreement at the EAROP shall be listed in the Chabot College catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.7 Courses offered as part of this CCAP Agreement at the EAROP shall adhere to the official course outline of record and the student learning outcomes established by the associated Chabot College academic department.
- 6.8 Courses offered as part of this CCAP Agreement and taught by EAROP instructor are part of an approved Instructional Service Agreement as required by CLPCCD policies and procedures.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to CLPCCD and Chabot College as well as any corresponding policies, practices, and requirements of the EAROP. In the event of a conflict between CLPCCD and/or Chabot College course related regulations, policies, procedures, prerequisites and standards and EAROP policies, practices and requirements, the CLPCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 Site visits and instructor evaluations by one or more representatives of Chabot College and or CLPCCD shall be permitted by the EAROP to ensure that courses offered as part of this CCAP Agreement in the EAROP are the same as the courses offered on the college campus and in compliance with CLPCCD academic standards.
- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with CLPCCD and Chabot College guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with CLPCCD guidelines, policies, pertinent statutes, and regulations.
- 6.13 Chabot College has the sole right to control and direct the instructional activities of all instructors, including those who are EAROP employees [once they become adjunct employees of Chabot College.]
- 6.14 CLPCCD, Chabot College and EAROP certify that any remedial course taught by Chabot College faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering EAROP, and shall involve collaborative effort between the EAROP and the Chabot College faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

7. INSTRUCTOR(S)

- 7.1 All instructors teaching Chabot College courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended, and be hired by the CLPCCD.
- 7.2 The CCAP Agreement Appendix shall specify which participating EAROP or Chabot College will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the EAROP will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 Instructors who teach Chabot College courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 Instructors who teach Chabot College courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a EAROP site.
- 7.6 Prior to teaching, faculty provided by the EAROP shall receive discipline-specific training and orientation from Chabot College regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the college.
- 7.7 Faculty provided by the EAROP will participate in professional development activities sponsored by Chabot College as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by Chabot College using the adopted evaluation process and standards for faculty of Chabot College, subject to the approval of CLPCCD.
- 7.9 Chabot College may select instructors from EAROP personnel. EAROP personnel selected to be instructors remain employees of the EAROP, subject to the authority of the EAROP, but will also be subject to the authority of CLPCCD specifically

with regard to their duties as instructors. EAROP personnel selected will receive 1.5 CAH payment for additional duties required by Chabot such as attendance and grade reporting.

- 7.10 Chabot College shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by CLPCCD.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in Chabot College courses offered as part of this CCAP Agreement at the EAROP High Schools shall be held to the same standards of achievement as students in courses taught on the Chabot College campus.
- 8.2 Students enrolled in Chabot College courses offered as part of this CCAP Agreement at the EAROP shall be held to the same grading standards as those expected of students in courses taught on the Chabot College campus.
- 8.3 Students enrolled in Chabot College courses offered as part of this CCAP Agreement at the EAROP shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the Chabot College campus.
- 8.4 Students enrolled in Chabot College courses offered as part of this CCAP Agreement at the EAROP shall be held to the same behavioral standards as those expected of students in courses taught on the Chabot College campus.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 CLPCCD shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact for Chabot College and EAROP to facilitate and coordinate as to this agreement in conformity with CLPCCD policies and standards.
- 9.2 Chabot College shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between Chabot College and EAROP in conformity with CLPCCD policies and standards. Sec. 2 (c)(2)
- 9.3 EAROP shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between EAROP and Chabot College in conformity with EAROP policies and standards. Sec. 2 (c)(2)
- 9.4 Chabot College will provide EAROP personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments,

outreach/recruitment activities and compliance with CLPCCD policy and Chabot College procedures and academic standards.

- 9.5 The EAROP shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.
- 9.6 The EAROP's personnel will perform services specified in 9.4 as part of their regular assignment. EAROP personnel performing these services will be employees of EAROP, subject to the authority of EAROP, but will also be subject to the direction of Chabot College, specifically with regard to their duties pertaining to the Chabot College courses.
- 9.7 This CCAP Agreement requires completion and submission of an annual report, as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by Chabot College and EAROP on all the following information: Sec. 2 (t)(1)(A-D)
- The total number of high school students by school site enrolled in this CCAP Agreement partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP Agreement partnership participants. Sec. 2 (t)(1)(B)
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP Agreement partnership participants. Sec. 2 (t)(C)
 - The total number of full-time equivalent students generated for CLPCCD by CCAP Agreement partnership participants. Sec. 2 (t)(1)(D)

10. APPORTIONMENT

- 10.1 CLPCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)

- 10.3 CLPCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 The attendance of a high school pupil at Chabot College as a special part-time or full-time student pursuant to this section is authorized attendance for which CLPCCD Chabot College shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

11. CERTIFICATIONS

- 11.1 EAROP certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 CLPCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 EAROP agrees and acknowledges that CLPCCD will claim apportionment for the EAROP students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any Chabot College instructor teaching a course on a EAROP campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing Chabot College faculty member teaching the same course at the Chabot College campus. Sec. 2 (j)
- 11.7 Chabot College certifies that:
- A community college course offered for college credit at the participating school district high school does not reduce access to the same course offered at the partnering college. Sec. 2 (k)(1)
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)

- The Agreement is consistent with the core mission of the Chabot College pursuant to Section 66010.4, and that students participating in this Agreement will not lead to displacement of otherwise eligible adults at the college. Sec. 2 (k)(3)

11.8 This Agreement certifies that CLPCCD, EAROP and Chabot College comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

12. PROGRAM IMPROVEMENT

12.1 CLPCCD, Chabot College and EAROP may annually conduct surveys of participating EAROP pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

13.1 Permanent records of student attendance, grades and achievement will be maintained by EAROP for EAROP students who enroll in any course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for Chabot College students shall be maintained by Chabot College.

13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. REIMBURSEMENT

14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

15. FACILITIES

15.1 EAROP will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to CLPCCD or students. EAROP agrees to clean, maintain, and safeguard EAROP's premises. EAROP warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

15.2 EAROP will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all EAROP students. The parties understand that such equipment and materials are EAROP's sole property. The instructor shall determine the type, make, and model of all equipment, books

and materials to be used during each course offered as part of this CCAP Agreement. EAROP understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

- 15.3 Chabot College facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

16. INDEMNIFICATION

- 16.1 EAROP agrees to and shall indemnify, save and hold harmless the Chabot College and CLPCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of EAROP's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the EAROP, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 16.2 CLPCCD agrees to and shall indemnify, save and hold harmless the EAROP and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of CLPCCD and Chabot College's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of CLPCCD and Chabot College, its officers, employees, independent contractors, subcontractors, agents and other representatives.

17. INSURANCE

- 17.1 EAROP, in order to protect CLPCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name Chabot College and CLPCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to Chabot College and to CLPCCD.

- 17.2 For the purpose of Workers' Compensation, EAROP shall be the "primary employer" for all its personnel who perform services as instructors and support staff. EAROP shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective EAROP personnel made in connection with performing services and receiving instruction under this Agreement. EAROP agrees to hold harmless, indemnify, and defend Chabot College and CLPCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by EAROP personnel connected with providing services under this CCAP Agreement. EAROP is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the EAROP.

18. NON-DISCRIMINATION

- 18.1 Neither EAROP nor Chabot College and CLPCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

19. TERMINATION

- 19.1 Either party may terminate this CCAP Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this CCAP Agreement shall be addressed to the responsible person listed in Section 20 below.

20. NOTICES

- 20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

Chabot-Las Positas Community College District
7600 Dublin Boulevard, 3rd Floor
Dublin, CA 94568
Attn: Dr. Theresa Fleischer Rowland, Vice Chancellor, Educational
Services and Student Success

Eden Area ROP

Attn: Blaine Torpey

21. INTEGRATION

21.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22. MODIFICATION AND AMENDMENT

22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

23. GOVERNING LAWS

23.1 This agreement shall be interpreted according to the laws of the State of California.

24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1 For locations outside the geographical service area boundaries of CLPCCD, CLPCCD and Chabot College will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

25. SEVERABILITY

25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

26. COUNTERPARTS

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on January 17, 2021

By: _____
Blaine Torpey, Superintendent
Eden Area ROP

By: _____
Dr. Susan Sperling, President

Note: All referenced Sections from AB 288 (Education Code § 76004)

Page

14 |

Chabot College

By: _____
Theresa Fleischer-Rowland , Vice-Chancellor
Chabot-Las Positas Community College District

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT FOR DUAL ENROLLMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Chabot-Las Positas Community College District (“CLPCCD”), 7600 Dublin Boulevard, 3rd Floor, Dublin, CA 94568, and Eden Area ROP (“EAROP”) and

WHEREAS, CLPCCD and EAROP agree to record CLPCCD and EAROP specific components of the CCAP Agreement using this Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, CLPCCD, Chabot College and EAROP agree as follows:

1. CCAP AGREEMENT

- a. Chabot College and EAROP shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

- b. Chabot College shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2) Confirmation of the filing shall be provided to EAROP and CLPCCD.
- c. CLPCCD, Chabot College and EAROP shall review and establish new or amended CCAP Agreements annually on or before the end of each school year and follow the protocols set forth in (a) and (b) of this section.
- d. CLPCCD, COLLEGE and EAROP point of contact: Sec. 2 (c)(2)

LOCATION	NAME	TELEPHONE	EMAIL
CLPCCD:	Theresa Rowland	(510) 723-6600	trowland@clpccd.org
Chabot College:	Christina Read	(510) 723-7174	cread@chabotcollege.edu
Eden Area ROP	Blaine Torpey	(510) 293-2901	btorpey@edenrop.org

2. STUDENT SELECTION

- a. Minimum School Day - EAROP certifies that it shall teach EAROP students participating as part of the CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. In all circumstances Chabot College shall claim allowable FTES for the enrollment of high school students in any CCAP Agreement community college course.
- b. EAROP shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” *Sec. 2 (a)* and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” *Sec. 1 (d)*
- c. Chabot College and EAROP certify that participating students will have a signed parental consent form on file with Chabot College. *Preamble and Sec. 2 (c)(1)*
- d. Chabot College and EAROP certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. *Sec. 2 (p)(1-3)*

3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. Chabot College is responsible for all educational program(s) and course(s) offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the EAROP or the college.

4. **CCAP AGREEMENT WITH EDEN AREA ROP - CHABOT COLLEGE** of the Chabot-Las Positas Community College District (CLPCCD), has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

EDUCATIONAL PROGRAM (S): All

HIGH SCHOOLS:

Eden Area Regional Opportunity Program
26316 Hesperian Blvd. Hayward, CA
94545

TOTAL NUMBER OF STUDENTS TO BE SERVED ANNUALLY: 60							TOTAL PROJECTED FTES: 12	
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION	
1. Fire Tech 1	FT 1	Fall/Spring	TBD	TBD	Chabot Faculty	<input type="checkbox"/> CC <input checked="" type="checkbox"/> X HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> X HS	
2. Introduction to Automotive Technology	AUTO 50	Fall/Spring	TBD	TBD	Chabot Faculty	<input type="checkbox"/> CC <input checked="" type="checkbox"/> X HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> X HS	
3.								
4.								

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

Faculty, counselors, and staff will review student grades and attendance and determine appropriateness of courses students are selecting to enroll in.

5. **BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. TBD based on course available from list				

Note: All referenced Sections from AB 288 (Education Code 76004)

6. MANDATED ANNUAL STATE REPORTING

- a. Chabot College and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of CLPCCD full-time equivalent students generated by CCAP Agreement partnership participants.
- b. Chabot College and EAROP shall each year report the annual total number of unduplicated high school student headcount by school site enrolled under the CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before June 30, and the information shall be reported in compliance with all applicable state and federal privacy laws. The CLPCCD shall annually report the student data to the office of the Chancellor of the California Community Colleges. *Sec. 2 (t) (1)(A)*
- c. Chabot College and EAROP shall report the annual total number of community college courses by category and type and by school site enrolled in under this CCAP Agreement. *Sec. 2 (t) (1)(B)*
- d. Chabot College and EAROP shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. *Sec. 2 (t)(1)(C)*
- e. Chabot College and EAROP shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. *Sec. 2 (t)(1)(D)*
- f. Chabot College and EAROP shall ensure that the point of contact for each site establishes protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

7. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. Chabot College and EAROP shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. CLPCCD shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

8. PRIVACY OF STUDENT RECORDS

- a. CLPCCD, Chabot College and EAROP understand and agree that education records of students enrolled in the CCAP Agreement course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). CLPCCD, Chabot College and EAROP agree to hold all student education records generated pursuant to this CCAP

Note: All referenced Sections from AB 288 (Education Code 76004)

19 | Page

Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

- b. **Limitation on Use.** CLPCCD, Chabot College and EAROP shall use each student education record that is collected pursuant to this CCAP Agreement solely for a purpose(s) consistent with CLPCCD, Chabot College and EAROP authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. **Recordkeeping Requirements.** Chabot College and EAROP shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. **Acknowledgement of Receipt of Notice of FERPA Regulations.** By signature of its authorized representative or agent on this Agreement, CLPCCD, Chabot College and EAROP hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

9. FACILITIES USE

- a. Chabot College and EAROP shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
- b. Chabot College, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following Chabot College facilities:

BUILDING	CLASSROOM	DAYS	HOURS
TBD by HS Site	TBD by HS Site	TBD by College	TBD by College & Site



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Brigitte Luna, Director of Educational Services
SUBJECT: Request the Governing Board to approve the Agreement with Language Line Services, Inc for Interpretation and Translation Services for the 2022-2023 School Year

BACKGROUND

Language Line Services, Inc (LLS) provides on-demand interpretation (over the phone) in any language and written translation services (per terms and conditions).

LLS provides fully trained interpreters that can bridge the communication gap in 240 languages. LLS is a provider to nearby school districts and governmental agencies.

CURRENT SITUATION

To support our work towards equity (an Eden Area ROP Core Value), we have partnered with Language Line Services, Inc to provide our staff with language support services in order to best communicate with students and their families. Speaking to families in the language of their preference (with the assistance of a professional interpreter) is an important first step in fostering an inclusive environment and promoting a sense of belonging.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with Language Line Services, Inc for interpretation and translation services for the 2022-2023 school year.

Master Service Agreement

Client Name ("Customer"): Eden Area ROP	Client # (if applicable):
--	---------------------------

Language Line Services, Inc. ("LanguageLine") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services provided by LanguageLine to Customer under this Agreement.

TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine (the "Services"). Fees and any additional terms and conditions for each of the Services are identified in the respective Statement(s) of Work, each of which is made a part of this Agreement. This Agreement and each of the Services the Customer chooses to receive from LanguageLine will become effective upon signing by both Parties and will continue in effect until terminated under Section 12 ("Termination"), provided that if LanguageLine is requested to and provides any Services to Customer prior to Customer's signing this Agreement, the terms and conditions of this Agreement will apply as if the Agreement had been signed by Customer. If Customer continues to request and receive Services after this Agreement has expired or has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect.
- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Payment can be made by check, ACH, wire, debit card or credit card. Any fees charged by a credit card provider for use of the card will be paid for by Customer. Any disputed charges in an invoice must be identified to LanguageLine within thirty (30) days of the invoice issue date or the right to dispute will be waived by Customer. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of LanguageLine) or (iii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageline.com. If Customer will not be paying for any specific affiliate(s), those affiliate(s) must be identified on **Schedule A** of this Agreement and each such affiliate must enter into a separate Master Service Agreement with LanguageLine. An "affiliate" is any entity under Customer's full or partial control or otherwise related to Customer.
- 3. USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
- 4. CONFIDENTIALITY.** If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third Party and each Party will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, or health information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws and the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties

relating to the Services.

5. **LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are located within and outside of the United States (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.
6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO OR PAID BY CUSTOMER TO LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
8. **INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the fraudulent or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine's interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **PUBLICITY.** Customer agrees that LanguageLine may use Customer's name and/or corporate logo on LanguageLine's website and marketing materials and upon LanguageLine's reasonable request will provide a testimonial regarding LanguageLine's Services for use in LanguageLine's marketing of its Services.
10. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other

Party, except that LanguageLine may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party, provided, however, that Customer may not assign this Agreement to any other language services company or portfolio company that owns a 5% or more interest in a language services company.

- 11. ACQUISITION OR MERGER OF CUSTOMER.** If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.
- 12. TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
- 13. ADDITIONAL TERMS.**
- a. **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
 - b. **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
 - c. **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.
 - d. **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
 - e. **BINDING EFFECT.** This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.
 - f. **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party.
 - g. **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.
 - h. **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.
 - i. **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@languageline.com with a copy to ContractAdministrationTeam@languageline.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon

deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.

- j. **COMPLIANCE.** Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 14. ENTIRE AGREEMENT.** This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Master Service Agreement

Schedule A – Excluded Affiliates

Please identify any affiliates whose use of the Services will not be paid by the Customer:

AFFILIATE #1
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #2
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #3
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #4
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #5
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:

Additional affiliates can be listed in a separate page and attached to this document.

Client Name ("Customer"): **Eden Area ROP Per CA Multiple Award Schedule (CMAS) 4-07-03-0249A Supplement**

Client # (if applicable): **tba**

This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID Waived
- (c) **MONTHLY MINIMUM** per CID Waived
- (d) **PLATFORM ACCESS FEE** per call Waived
- (e) **THIRD PARTY DIAL OUT FEE** per call \$5.00
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 Waived
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment \$200.00
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.97
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$0.97
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$0.97
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.97

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
 - 1Solution™ Analog Dual Handset Phone \$4.50
 - 1Solution Dual Handset IP Phone \$12.50

- (c) Panasonic® Cordless Phone with Dual Handsets \$10.50
- PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.
- 1Solution Analog Dual Handset Phone \$60.00
- 1Solution Dual Handset IP Phone \$150.00
- Panasonic Cordless Phone with Dual Handsets \$85.00
- Panasonic Headset \$25.00
- Handsets \$10.00
- Handset Splitters (price per unit) \$6.00
- Wall Splitters (price per unit) \$6.00

2. OTHER FEES

- 2.1. FINANCE FEE.** Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.
- 2.2. OPTIONAL PAPER INVOICE.** Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer Waived
- 2.3. OPTIONAL CUSTOMIZATIONS**
- (a) Report configuration per hour \$250.00
- (b) Report maintenance per month \$30.00
- (c) Training assistance on site per day per training \$500.00
- (d) Training materials development per hour \$179.00

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Client Name ("Customer"): **Eden Area ROP Per CA Multiple Award Schedule (CMAS) 4-07-03-0249A Supplement No.6**

Client # (if applicable):

This Statement of Work ("SOW") is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine").

1. SCOPE OF WORK

- 1.1. **DESCRIPTION OF SERVICES.** ISO-certified workflows are used to convert Customer's written content between two or more languages with attention to accuracy, tone, style, and regional language and cultural sensitivities.
- 1.2. **DELIVERABLES** will be agreed upon at the beginning of project(s).

2. TERMS OF SERVICE

- 2.1. **PRICING.** Prices for the Services shall be as specified by LanguageLine to Customer either in Exhibit A to this SOW or in an Estimate (Quote) sent in response to each Customer request for a translation or localization project. Estimates are based upon (i) the actual wordcounts contained in the documents or files provided by Customer, (ii) specifications and information originally submitted by Customer, and (iii) the delivery requirements requested by Customer. Estimates that are not based on actual wordcounts at the time the Estimate is prepared, will be adjusted to reflect actual wordcounts upon completion of the project. Adjustments to the Estimate may be necessary if specifications are changed or added, or if work not covered in the original quotation is requested by Customer. Estimates are only valid for thirty days or as otherwise specified in writing.
- 2.2. **ORDERS.** Orders authorized by Customer may only be canceled by Customer if Customer pays for all of the work performed by LanguageLine, including all fees, costs and expenses incurred by LanguageLine in connection with the order prior to cancellation. If Customer changes the original text, alters specifications, or adds new specifications after Customer has authorized LanguageLine to begin work, the changes, alterations, or additions may result in additional charges and adjustments of deadlines.
- 2.3. **TERMINOLOGY.** Unless Customer provides terminological reference material like glossaries or terminology lists, LanguageLine will use its best judgment in the selection of terms pertinent to a given field. Customer will be charged for and will pay for all changes to such terms.
- 2.4. **APPEARANCE.** When the Services include formatting, typesetting, page layout, or artwork, LanguageLine will seek the closest match practicable between the appearance of the original and that of the finished product or will layout as Customer specifies. Unless the Estimate states otherwise, LanguageLine does not guarantee that the format, fonts, typefaces, point sizes, text density, artwork, colors, paper, and other elements of printed documents it chooses and those of the original will be identical. Translated documents are sometimes longer or shorter than the original, and technical or other considerations may result in elements of appearance different from the original.
- 2.5. **EDITING.** Any editing or alteration of the delivered product required by Customer in cases where the style or other matter had been left to the judgment of LanguageLine, including stylistic or preferential linguistic changes, may result in additional charges to Customer. Translation errors will be corrected at no extra charge.
- 2.6. **CHANGE ORDERS.** Change order requests from Customer will be analyzed by LanguageLine for cost and schedule impact. If, in LanguageLine's reasonable judgment, the requested changes can be implemented without requiring additional time or resources and without affecting LanguageLine's ability to maintain the project schedule, LanguageLine will implement the change at no additional cost to Customer. Otherwise, prior to proceeding with any changes, LanguageLine will provide Customer with a written change order quote for the additional work that includes (1) price change and (2) impact on schedule. Customer may, at its discretion, accept or reject LanguageLine's change order proposal. Change orders shall be considered effective upon written approval. Each party shall use its best efforts to respond as expeditiously as possible to such change requests and change order proposals.

- 2.7. **PAYMENT.** (a) Unless otherwise stated in an Estimate, invoices will be issued at the end of the month in which the project is delivered. (b) All errors, claims, or requests for adjustment must be presented within thirty (30) days after the date of delivery or such work will be deemed to have been accepted. (c) Charges due and unpaid thirty (30) days after invoice shall bear interest from the date payment is due at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum).
- 2.8. **CUSTOMER PROPERTY.** At Customer's request, Customer property delivered to LanguageLine for use in the providing of the Services will be returned to Customer upon completion of the work by LanguageLine without any liability for loss or damage.
- 2.9. **ADDITIONAL LIMITED WARRANTY.** In addition to the Limited Warranty in the Master Services Agreement between the parties, LanguageLine's sole obligation for Services is the re-performance, at no additional charge to Customer, of that portion of those Services that LanguageLine and Customer agree to be defective. Defects include translation errors, but do not include subjective elements of style. LanguageLine shall correct any agreed upon defect within thirty (30) days of notice from Customer.

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Customer Contact Information

Customer Name ("Customer"): **Eden Area ROP**
Per CA Multiple Award Schedule (CMAS) 4-07-03-0249A Supplement No. 6

CUSTOMER CONTACT INFORMATION

Operations Contact – Policy Maker for account use	Billing Contact <input type="checkbox"/> Same as Operations Contact
Name:	Name:
Title:	Title:
Telephone:	Telephone:
Fax:	Fax:
E-mail:	E-mail:
Address:	Address:
City, State, Zip:	City, State, Zip:
Training Contact <input type="checkbox"/> Same as Operations Contact	Technical – IT Contact (if needed)
Name:	Name:
Title:	Title:
Telephone:	Telephone:
Fax:	Fax:
E-mail:	E-mail:
Address:	Address:
City, State, Zip:	City, State, Zip:



DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Agreement with Sean Chew as a Consultant for the First Responder (Fire Science/EMT) Program for the 2022-2023 School Year

BACKGROUND

The Eden Area ROP's First Responders Program has a strong curricular focus on preparation for the EMT field. Additionally, the consultant has worked with the Hayward Fire Department to provide support to students on the fire science side of the program. Other ROP programs typically have two teachers, one who focuses on EMT and one who focuses on fire science.

CURRENT SITUATION

In order to further develop and strengthen our partnership with the Hayward Fire Department, we are requesting to approve the Agreement with retired firefighter, Sean Chew, to collaboratively work with the First Responder (Fire Science/EMT) curriculum to include fire science standards in partnership with the classroom teacher, provide instruction regarding fire science techniques in conjunction with the classroom teacher, and support with running errands to pick-up, deliver, and re-fill equipment off-site.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with Sean Chew as a consultant for the First Responder (Fire Science/EMT) program for the 2022-2023 school year.

AGREEMENT FOR SERVICE 2022-2023

26316 Hesperian Blvd., Hayward, CA 94545 | P: (510) 293-2901 | F: (510) 293-8225 | www.edenrop.org

This agreement for service (this "Agreement") is between the Eden Area ROP (the "Customer") and Sean Chew (the "Service Provider") for the 2022-2023 school year.

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:
 - Collaboratively work with the First Responders curriculum to include fire science standards in partnership with the classroom teacher.
 - Providing instruction regarding fire science techniques in conjunction with the First Responder's classroom teacher.
 - Support with running errands to pick-up, deliver, and re-fill equipment off-site.

Term of Agreement

1. The term of this Agreement will begin on November 28, 2022 and will remain in full force and effect until June 30, 2023, 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

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

Compensation

3. Eden Area ROP will pay a fee of the Services based on \$128.40 per day for a maximum of 88 days. This fee shall be payable monthly, no later than the last day of the month following the period during which the Services were performed.
4. Service Provider must submit an itemized invoice to Business Services which includes dates, time, and type of work accomplished.

Confidentiality

5. 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

6. 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 indirect 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

7. 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.
8. 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

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

Assignment

10. 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

11. 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

12. 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

13. 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.

Costs and Legal Expenses

14. 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

15. 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

16. 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

17. 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

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

Inurement

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

Titles/Headings

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

Gender

21. 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

22. 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

23. 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

24. 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

25. Service Provider is responsible to pay their own taxes. Customer (Eden Area ROP) will issue a 1099 at the end of the year.
26. Service Provider is responsible to report their earnings, as mandated, to Cal STRS/PERS.

Sean Chew, Service Provider

Date

Manuschka Michaud, Principal
Eden Area ROP

Date

DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Agreement with Teacher's Pension for Retirement and Financial Literacy Education for the 2022-2023 School Year

BACKGROUND

The mission of Teacher's Pension is to help every individual receive a dignified and financially sound retirement. They serve all school district employees which includes classified support staff, teacher, or administrator

CURRENT SITUATION

Teacher's Pension is a company that provides free financial literacy and advising to school employees. They are experts at evaluating STRS, PERS and Social Security, the intersection of which is particularly relevant for our staff. Teacher's Pension provides staff training and one-on-one meetings for those interested in learning more. There is not financial commitment to maintain the relationship. The agreement outlines how we our organizations are going to work together but there is there is no exchange of funds, nor fees for services.

Many districts in California and in the Bay Area work with Teacher's Pension, including many neighboring districts in Alameda County.

This is a one-year agreement that will be reevaluated at the end of the fiscal year.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with Teacher's Pension for retirement and financial literacy education for the 2022-2023 school year.

SERVICE AGREEMENT
between Teacher's Pension
and Eden Area Regional Occupational Program

Teacher's Pension and Eden Area Regional Occupational Program enter into this Service Agreement for the expressed purpose of providing Retirement and Financial Literacy Education for all employees.

Under this Service Agreement, Teacher's Pension will:

Retirement Education

- Deliver quarterly educational newsletters for the District to share with staff;
- Annually provide appropriate, relevant, and timely in-person education for all employees (certificated, classified and administrative both full and part-time);
- Determine the content of the education with input from the District;
- Present the education in formats including, but not limited to, staff meetings, department meetings, before school/lunch-time/after school site meetings, new teacher orientations, benefits fairs and staff development/professional development days. Teacher's Pension and the District may mutually agree upon additional formats for the education;
- Provide remote education formats when appropriate and with District's input;
- Provide all new employees with appropriate education at the start of each school year and at other times mutually agreed upon by Teacher's Pension and the District;
- Work to increase participation in the District's 403(b) and 457(b) plans; and
- Provide the Retirement and Financial Literacy Education at no cost to the District or the individual employee.

Under this Service Agreement, Eden Area Regional Occupational Program will:

- Provide current levels of employee participation in its 403(b) plan;
- Provide appropriate venues and times conducive to educational presentations, including necessary audio-visual equipment;
- Provide opportunities to meet with all certificated, classified and administrative employees, both full and part-time;
- Provide appropriate and timely notices to all employees regarding all educational presentations;
- Provide employee email addresses or forward Zoom presentations on behalf of Teacher's Pension to support remote education delivery;
- Provide employee email addresses or forward educational newsletters on behalf of Teacher's Pension to staff;
- Authorize Teacher's Pension to provide retirement and financial literacy education; and
- Give Teacher's Pension permission to communicate and schedule education with sites directly.



While there is no cost to the District or employee for the education, there may be individual investment fees depending upon the type of product selected by the employee. These fees are assessed by the District's approved vendors/investment providers, not Teacher's Pension.

This Service Agreement will require an annual review for renewal on July 1st. Either party may terminate this Service Agreement with a 90-day written notice.

Signature for Eden Area Regional
Occupational Program

Signature for Teacher's Pension

Name/Title

Name/Title

Date

Date

DATE: February 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Brigitte Luna, Director of Educational Services
SUBJECT: Request the Governing Board to approve the MOU with GPS Education Partners and Johnson Control (JCI) for Work-Based Learning Services for the 2022-2023 and 2023-2024 School Years

BACKGROUND

GPS Education Partners is a nonprofit work-based learning solutions provider and advocate, working to provide access and equity for all students to succeed in careers of the future.

CURRENT SITUATION

Our MOU with GPS Education Partners will provide additional work-based learning opportunities by connecting local industry to our CTE programs. GPS Education Partners will coordinate work-based learning opportunities for our students beginning with guest speakers from the global company, Johnson Controls (JCI). These work-based learning activities will be offered in several different pathways and will provide students with important career exploration, exposure, and discovery.

RECOMMENDATION

It is recommended that the Governing Board approve the MOU with GPS Education Partners and Johnson Control (JCI) for work-based learning services for the 2022-2023 and 2023-2024 school years.

Memorandum of Understanding

To Deliver a Work Based Learning Career Pathway

Parties:

Johnson Controls; (JCI);

Corporate Office Headquarters: Cork, Ireland

California San Leandro Location: 1615 Alvarado St, San Leandro, CA 94577

Eden Area ROP; (EAROP)

26316 Hesperian Blvd Hayward, CA 94545

GPS Education Partners; (GPSED);

N19W24075 Riverwood Dr., Suite 300 Waukesha, WI 53188

Purpose:

The purpose of this Memorandum of Understanding (MOU) is to outline how the parties will launch a work-based learning career pathway partnership, exposing young people to rewarding careers in technical or trade industries, and providing them with the skills and work-based learning (WBL) opportunities necessary for success, and for equipping the workforce with the requisite skills necessary to remain effective and relevant in a rapidly changing employment landscape.

Program Overview:

The Johnson Controls Internship Program is designed and executed to support students through a progression of awareness, exploration and paid immersive work opportunities within the HVAC industry through a variety of work based learning activities provided and supported by Johnson Controls.

Responsibilities:

1. JCI, the employer and work-based learning training partner with the school, commits to provide career pathway work based learning opportunities (paid) for high school students in accordance with legal and prescribed WBL programs requirements.
2. EAROP is the school and will integrate the JCI pathway throughout their career readiness and career technical education offerings. EAROP also commits to provide career related instruction to support students engaged in fully immersive work based learning activities. EAROP will support engagement, recruitment, and selection of students throughout the programming.
3. GPSED is the WBL intermediary partner and will support the implementation, and execution of the Career Pathway and WBL opportunities with both JCI and EAROP.

Program Descriptions & Actions

Awareness & Exploration Description:

- Activities/opportunities to Increase connection and relevance of learning
- Support student discovery of passions, interest and potential careers to inform academic planning.
- Validate student personal, people and thinking skills with evidence from work based learning activities
- Increase student voice in academic and career planning

Experience & Preparation Description:

- Open doors to real-world experience for students to validate their pathway choices
- Increase student awareness of connection between education and career mobility
- Increase matriculation to post-secondary education programs

Memorandum of Understanding
To Deliver a Work Based Learning Career Pathway

- Amplify student engagement in related academic coursework

Overall Actions:

1. Student Engagement, Referral and Recruitment Opportunities - Parties agree to identify opportunities to interact with students to provide career and WBL program awareness, in the classroom, at the business, or in the community. Parties will refer and promote WBL and career pathway opportunities and partnership to staff and students meeting target profiles, for the purpose of gathering interest, support and participation in the WBL opportunity.
2. Promotion and Marketing - Parties agree to promote and market WBL opportunities and JCI Industry Awareness program across internal and external platforms and audiences, including, but not limited to education staff, instructors, counselors, parents, students, district leadership, school board, affiliated post-secondary educational institutions, and community organizations. All promotion and marketing must first be approved and authorized by JCI.
3. Student Engagement, Referral and Recruitment Opportunities - Parties agree to identify opportunities to interact with students to provide career and WBL program awareness, in the classroom, at the business, or in the community. Parties will refer and promote WBL and career pathway opportunities and partnership to staff and students meeting target profile, for the purpose of gathering interest, support and participation in the WBL opportunity.
4. Reviews and Evaluation - Parties agree to participate, support, and share information to evaluate, track, support and monitor student progress and WBL program delivery.
5. Curriculum and Pathway Collaboration - Parties agree to work together to design and align curriculum to WBL and identified career pathway opportunities. Parties will collaborate to integrate the curriculum, eLearning, classroom and skills training solutions offered that provides benefits to the Parties, educators, students, learners and industry employers.
6. Credits, Certifications and Credentials - Parties will support students and advocate for the value and importance of credits, certifications, and credentials identified with this WBL opportunity including those offered by ROP, accredited industry organizations, and post-secondary institutions.
7. Communication - Parties agree to openly and regularly collaborate throughout the pilot program.
8. Compliance and Documentation - Parties agree to abide by and support documentation requirements in compliance with local and state policy, Department of Education, Department of Workforce Development (DWD), Youth Apprenticeship, and WBL program requirements as identified and disclosed by either party.

Terms and Conditions:

1. Term - This MOU shall be in force for a period of 1 year through June 2024, with a formal review annually thereafter before renewing. It may be terminated at any time by any party by giving 90 days' notice.
2. Confidential Information - No party shall, in any manner, either directly or indirectly, use for its own benefit or divulge, disclose, or communicate to any person, firm, corporation, or other entity, in any manner whatsoever, any Confidential Information of the others' with which it may have had access to or become familiar with during the term of this Agreement. The parties acknowledge that such Confidential Information is owned, and shall continue to be owned by each respective party. Each party shall be entitled to a preliminary restraining order or permanent injunction restraining the other party from

Memorandum of Understanding
To Deliver a Work Based Learning Career Pathway

disclosing all or any part of its Confidential Information. In addition, each party may pursue all of the remedies available to it for such a breach or threatened breach, including the recovery of damages, plus all reasonable costs and attorney fees incurred in recovering such damages from the other party.

3. Miscellaneous - This agreement represents the entire and integrated agreement between JCI, ROP and GPS-ED with respect to the activities described herein, and supersedes prior negotiations, representations, or agreements related to these services and products, either written or oral. This agreement may be amended by a written agreement signed by the Parties.
4. Governing Law - This agreement shall be governed by and construed in accordance with the procedural and substantive laws of the State of California.
5. Resolution of Differences - Parties agree that all claims, disputes, and conflicts arising out of partnership shall be addressed between parties involved through mutual understanding.
6. Mutual Agreements - Parties will meet at least quarterly to discuss and review activities and opportunities, continually improve, and confer regarding this WBL initiative.
7. Indemnification. Each party shall indemnify, defend and hold the other harmless from and against all losses, damages, injuries, claims, demands, and expenses, including reasonable attorney's fees, to the extent arising out of the business and activities conducted by that party or its personnel. The indemnities and assumptions of liabilities and obligations provided for herein shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law, or otherwise. Nothing herein is intended to waive any statutory immunities or liability or damages limits applicable to the parties.

IN WITNESS WHEREOF, this MOU is executed as of the Effective Date set forth above.

EDEN AREA ROP

(Name, Title)

(Signature)

(Date)

Johnson Controls

Allison Neuman, Program Manager Workforce Development
(Name, Title)

(Signature)

(Date)

GPS Education Partners

M. Andy Hepburn, Chief Innovation Officer
(Name, Title)

(Signature)

(Date)

Memorandum of Understanding
To Deliver a Work Based Learning Career Pathway

COMMUNICATION



January 26, 2023

Juan Campos, President
Governing Board
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

RE: 2022-23 First Interim Budget Report

Dear President Campos,

Pursuant to Education Code (EC) Section 42131(a)(1), at each interim reporting period, the governing board or council (Board) of a Local Education Agency (LEA) is required to certify whether the LEA is able to meet its financial obligations for the remainder of the fiscal year and the following two years based on the financial and budgetary reports required by EC Section 42130 and may also include additional financial information known to the Board.

Based on the Alameda County Office of Education's (ACOE) required review and analysis, the First Interim Budget Report approved by EAROP's Board on December 5, 2022, accurately reflects the financial status of the ROP. ACOE, therefore, concurs with the ROP's POSITIVE certification with our comments outlined below.

Multiyear Budget Projections, Deficit Spending, and Reserves

The Multiyear Budget Projection (MYP) submitted with the 2022-23 First Interim Budget Report indicates deficit spending for the current year of \$88,307, a surplus of \$129,659 for the first subsequent fiscal year 2023-24, then deficit spending of \$684,611 in 2024-25. While EAROP is able to maintain the required REU of five percent (5%) in all three years, the MYP includes \$452,214 in ongoing reductions to certificated salaries and \$492,364 to classified salaries in the fiscal year 2023-24 due to the expiration of grant programs.

Collective Bargaining

ACOE received the Public Disclosure of Collective Bargaining Agreement (CBA) for all current employees excluding the Superintendent on December 16, 2022. The CBA covers the period beginning July 01, 2022, through June 30, 2023, and provides a one-time stipend in the amount of \$5,500 to address inflation and support in-person instruction. The total costs of the one-time stipends in the amount of \$315,253 are incorporated into the 2022-23 First Interim Budget Report.

Per the Public Disclosure, the fiscal impact of this settlement will be funded from the ROP's General Fund. Upon review of the ROP's 2022-23 First Interim Budget Report and the Public

Disclosure of CBA, it appears that the ROP will be able to meet the minimum 5% required reserve for the current and the subsequent two years. Although the ROP will be able to afford the cost of the settlement, during these times of uncertainty, the ROP should continue to implement solutions to reduce deficit spending and maintain reserves above the five percent (5%) minimum requirement.

ROP Revenue & Member Districts

The ROP, like many LEAs across the state, will need to remain conservative as it focuses on an effective multi-year strategy. ROPs need to stay informed of their participating districts' ability to disperse ROP funds. We appreciate EROP's partnership and communication with their member districts as this helps to assess any possible reduction or delay to the ROP's revenue stream.

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

In community,



Alysse Castro
Alameda County Superintendent of Schools

cc: Governing Board, Eden Area ROP
Blaine Torpey, Superintendent, Eden Area ROP
Anthony Oum, Fiscal Services Administrator, Eden Area ROP
Shirene Moreira, Chief of District Business & Advisory Services, ACOE
Joan Laursen, Director II, District Advisory Services, ACOE
Julia Xu, Director I, District Advisory Services, ACOE